

**Dhimurru Aboriginal Corporation  
Enterprise Agreement 2016**

**1. Title**

This Agreement will be known as the Dhimurru Aboriginal Corporation Enterprise Agreement 2016.

**2. Content**

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### **3. Parties bound**

- (a) This Agreement is made by, and is binding upon, and applies to:
- (i) Dhimurru Aboriginal Corporation ABN 95 520 121 809 ('**Employer**'); and
  - (ii) all employees employed by the Employer in the classifications set out in Schedule 1.
- (b) This Agreement does not apply to employees engaged by the Employer in either of the following positions:
- (i) Executive Officer;
  - (ii) Managing Director.

### **4. Engagement of employees**

- (a) A person may be engaged as an employee on a full-time, part-time, or casual basis.
- (b) At the time of engagement each employee will be informed in writing of the terms and conditions of their engagement, including:
- (i) their employment category (full-time, part-time or casual);

- (ii) their classification (with reference to the classifications referred to in Item 1 of Schedule 1);
- (iii) their position title, duties and responsibilities;
- (iv) if the employee's position is one created by the Employer after the Commencement Date pursuant to Item 3 of Schedule 1, whether the position is a clerical position or a non-clerical position;
- (v) their pay point (see clause 14);
- (vi) if the person is engaged as a fixed-term employee, the project or task in relation to which the person has been engaged and/or the duration of the engagement; and
- (vii) the main instruments governing the terms and conditions of their employment.

## 5. Access to this Agreement and the National Employment Standards

The Employer must ensure that copies of this Agreement and the National Employment Standards are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## 6. Classification changes

- 6.1 **Promotion.** Any promotion from one classification to another will be by appointment. Once appointed into a classification an employee's classification will remain the same unless the employee is appointed in writing into a different classification (including, for instance, in the circumstance referred to in clause 6.2). Accordingly, an employee's classification will not be affected by any changes to the employee's position title or any changes to their duties and responsibilities.
- 6.2 **Demotion.** (a) The Employer may demote an employee to a lower classification or pay point if the employee:
- (i) having agreed to or having been assigned reasonable performance targets or reasonable required work outcomes, has failed to meet those targets or outcomes; and
  - (ii) has received counselling and been provided with the opportunity to improve performance to an acceptable standard, and
  - (iii) has failed to attain or sustain an acceptable standard of work performance.
- (b) If the Employer decides to demote an employee, the Employer must provide the reasons for demotion in writing to the employee.
- (c) Once demoted the employee will be paid at the rate applicable to the classification and pay point which they have been demoted to.

6.3 **Classification of new positions.** With reference to the provisions contained in Item 3 of Schedule 1 regarding the creation of new positions after the Commencement Date:

- (a) the Employer must designate each newly created position into any one of the classifications referred to in Item 1 of Schedule 1 based upon the education, skill, experience and responsibility profile of the newly created position and irrespective of whether the corresponding position in Item 2 of Schedule 1 is a clerical position or a non-clerical position;
- (b) at the time of designating a newly created position into one of the classifications referred to in Item 1 of Schedule 1, the Employer must also designate whether the position is a clerical position or a non-clerical position, in accordance with the following provisions:
  - (1) if the Employer determines that the newly created position will wholly or principally require an employee to perform clerical work, the Employer will designate the position as a clerical position; or
  - (2) if the Employer determines that the newly created position will not wholly or principally require an employee to perform clerical work, the Employer will designate the position as a non-clerical position.
- (c) The designations of the Employer pursuant to clause 6.3(a) and 6.3(b) will be final provided that the Employer acts in good faith and documents its reasons for the designation.

## 7. **Date and period of operation**

Subject to clause 8, this Agreement operates from the Commencement Date and remains in force at least until the fourth anniversary of the Approval Date ('Nominal Expiry Date'). After the Nominal Expiry Date, this Agreement will continue to be binding on the Parties unless it is terminated or replaced by a new agreement in accordance with the provisions contained in the Act.

## 8. **Backdating of Base Hourly Rates**

- (a) The Base Hourly Rate for each Continuing Employee will be backdated to take effect from 5 February 2016 inclusive. The Employer will provide any necessary back-pay to Continuing Employees not later than the fifth pay date from the Commencement Date (including the Commencement Date if it is a pay date).
- (b) Where at 11.59 pm on the day immediately before the Commencement Date a Continuing Employee has an unused accrued entitlement to take paid time off in lieu of a payment for working overtime ("pre-Commencement Accrued Overtime"), that accrued entitlement continues from the Commencement Date on a time for time basis (ie. one Leave Hour for each hour of overtime worked). From the Commencement Date a Continuing Employee's pre-Commencement Accrued Overtime may be taken or paid out in accordance with the provisions contained in clause 21 of this Agreement.

## 9. Relationship to award(s)

This Agreement regulates the terms and conditions of the employment of all employees covered by this Agreement to the exclusion of all other industrial instruments whether an award, agreement or otherwise.

## 10. Definitions

In this Agreement the following definitions apply:

- (a) **'Act'** means the *Fair Work Act 2009* (Cth).
- (b) **'Approval Date'** means the date on which the Fair Work Commission approves this Agreement.
- (c) **'Bandwidth'** means and includes:
  - (i) Subject to clause 10(c)(ii):
    - (1) in the case of a clerical employee – between 6.00am and 7.00pm Monday to Friday;
    - (2) in the case of a non-clerical employee – between 5.00am and 6.00pm Monday to Friday.
  - (ii) The Employer and an individual employee may from time to time agree in writing to adjust the Bandwidth applicable to the employee.
- (d) **'Base Annual Rate'** means, subject to the provisions contained in clause 15 [junior rates], the base annual rate of pay applicable to a full-time employee as set out in Item 5 of Schedule 2 (which applies if the employee works their required number of Ordinary Hours per year), subject to fixed increases on each Review Date in accordance with clause 13(f).
- (e) **'base entitlement'** means and includes (as applicable):
  - (i) the entitlement identified as an Ordinary Hour base entitlement as specified in Schedule 3 (subject to the provisions contained in clauses 13(b), and 19);
  - (ii) the entitlement identified as an Overtime Hour base entitlement as specified in Schedule 4 (subject to the provisions contained in clauses 13(b) and 19);
  - (iii) the entitlement identified as a base entitlement applicable to an hour of work performed by a casual employee as specified in Schedule 5.

- (f) **'Base Hourly Rate'** means, subject to the provisions contained in clause 15 [junior rates], the base hourly rate of pay applicable to an employee as set out in Item 3 of Schedule 2, subject to fixed increases on each Review Date in accordance with clause 13(f).
- (g) **'Base Weekly Rate'** means, subject to the provisions contained in clause 15 [junior rates], the base weekly rate of pay applicable to a full-time or part-time employee calculated by multiplying the Ordinary Hours applicable to the employee by the employee's Base Hourly Rate and rounding the resulting number to the nearest 10 cents. The Base Weekly Rates applicable to full-time employees are set out in Item 4 of Schedule 2, subject to:
  - (i) fixed increases on each Review Date in accordance with clause 13(f); and
  - (ii) any agreed averaging arrangement pursuant to clause 12(a)(iii).
- (h) **'casual employee'** has the meaning given in clause 16.3.
- (i) **'Catch-Up Hour'** means a Make-Up Hour worked by a full-time or part-time employee in a different roster cycle to the one that the employee took time off from their Ordinary Hours.
- (j) **'classifications'** means the classifications of employees covered by this Agreement as referred to in Item 1 of Schedule 1.
- (k) **'clerical employee'** means an employee engaged in a clerical position.
- (l) **'clerical position'** means and includes:
  - (i) with reference to the positions identified in Item 2 of Schedule 1, each of the following positions:
    - (1) Business Support Officer Level 1;
    - (2) Business Support Officer Level 2;
    - (3) Business Services Manager; and
  - (ii) any position created by the Employer after the Commencement Date pursuant to the provisions contained in Item 3 of Schedule 1 which the Employer designates as a clerical position in accordance with the provisions contained in clause 6.3.
- (m) **'clerical work'** includes recording, typing, calculating, invoicing, billing, charging, checking, receiving and answering calls, cash handling, operating a telephone switchboard and attending a reception desk and other administrative duties of a clerical nature.
- (n) **'Commencement Date'** means the date which falls 7 days after the Approval Date.
- (o) **'Continuing Employee'** means and includes any employee who is engaged in full-time or part-time employment with the Employer on the day before the

Commencement Date and who continues in full-time or part-time employment with the Employer on the Commencement Date.

- (p) **'Entitlement'**, when followed by a number, refers to a numbered entitlement contained in one of Schedules 3, 4 or 5.
- (q) **'employment category'** means an employee's category of employment, being one of full-time employment, part-time employment, or casual employment.
- (r) **'Flextime Accruing Hour'** means an additional hour (in addition to Ordinary Hours) worked by a full-time or part-time employee pursuant to a flexibility arrangement for the purpose of accruing flextime credit leave.
- (s) **'flextime arrangement'** means an arrangement between the Employer and the employee pursuant to clause 20.
- (t) **'flextime credit leave'** has the meaning given in clause 20(a)(iii).
- (u) **'flextime debit'** has the meaning given in clause 20(a)(iv).
- (v) **'Flextime Debit Reducing Hour'** means an additional hour (in addition to Ordinary Hours) worked by a full-time or part-time employee pursuant to a flexibility arrangement for the purpose of reducing a flextime debit.
- (w) **'Flextime Hour'** means and includes:
  - (i) a Flextime Accruing Hour; and
  - (ii) a Flextime Debit Reducing Hour.
- (x) **'flextime leave'** has the meaning given in clause 20(a)(vi).
- (y) **'full-time employee'** has the meaning given in clause 16.1.
- (z) **'Leave Hour'** means 1 hour of leave paid at the employee's Base Hourly Rate as applicable when the leave is taken or paid out.
- (aa) **'Loading'** means an amount calculated by multiplying the employee's Base Hourly Rate by the relevant loading percentage. For instance, "25% Loading" means 25% of the employee's Base Hourly Rate.
- (bb) **'Make-Up Hour'** has the meaning given in clause 12(e).
- (cc) **'Maximum Daily Hours'** means:
  - (i) in the case of full-time and part-time employees, the maximum number of hours per day or Shift that a full-time or part-time employee may be required to work as limited by clause 12(c) (subject to the provisions contained in clause 12(f));
  - (ii) in the case of casual clerical employees, 12 hours.



- (dd) **'Maximum Weekly Work Days'** means the maximum number of days that a full-time or part-time employee may be required to work Ordinary Hours per week as limited by clause 12(b) (subject to the provisions contained in clause 12(f)).
- (ee) **'Maximum Weekly Work Days per 4 week cycle'** means the maximum number of days that a full-time or part-time employee may be required to work Ordinary Hours during any 4 week period as limited by clause 12(b) (subject to the provisions contained in clause 12(f)).
- (ff) **'medical certificate'** means a certificate signed by a medical practitioner.
- (gg) **'medical practitioner'** means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
- (hh) **'modern award'** has the meaning given in the Act.
- (ii) **'National Employment Standards'** has the meaning given in the Act.
- (jj) **'non-clerical employee'** means an employee engaged in a non-clerical position.
- (kk) **'non-clerical position'** means and includes:
  - (i) with reference to the positions identified in Item 2 of Schedule 1, each of the following positions:
    - (1) Ranger Level 1;
    - (2) Ranger Level 2;
    - (3) Senior Ranger Level 1;
    - (4) Senior Ranger Level 2;
    - (5) Facilitator Level 1;
    - (6) Facilitator Level 2;
    - (7) Senior Cultural Adviser;
    - (8) Executive Support Officer; and
  - (ii) any position created by the Employer after the Commencement Date pursuant to the provisions contained in Item 3 of Schedule 1 which the Employer designates as a non-clerical position in accordance with the provisions contained in clause 6.3.
- (ll) **'Ordinary Hours'** means the number of hours that a full-time or part-time employee is required to work per week or on average per week as specified in clause 12(a).

- (mm) **'Overtime Hour'** means:
- (i) subject to clause 10(mm)(ii), each hour worked by a full-time or part-time employee in excess of their Ordinary Hours with the authorisation of the Employer, excluding any of the following hours (referred to in this clause 10(mm) as 'excluded hours'):
    - (1) Catch-Up Hours; and
    - (2) Flextime Hours; and
    - (3) Paid Travel Time.
  - (ii) The excluded hours:
    - (1) are not Overtime Hours; and
    - (2) are not counted for the purpose of determining whether an employee has worked an Overtime Hour.
- (nn) **'overtime rates'** means and includes the entitlements identified as "overtime entitlements" applicable to Overtime Hours as specified in Schedule 4 (subject to clause 17).
- (oo) **'Paid Travel Time'** has the meaning given in clause 31(b)(ii).
- (pp) **'Parties'** means the Employer and each of the employees who fall into the one of the classifications referred to in Item 1 of Schedule 1.
- (qq) **'part-time employee'** has the meaning given in clause 16.2.
- (rr) **'pay point'** has the meaning given in clause 14(a).
- (ss) **'penalty rates'** means and includes:
- (i) the entitlements identified as "penalty entitlements" applicable Ordinary Hours as specified in Schedule 3 (subject to clause 17); and
  - (ii) the entitlements identified as "penalty entitlements" applicable to casual work as specified in Schedule 5 (subject to clause 18(a)).
- (tt) **'position'** means, except where referred to in clause 3(b):
- (i) one of the positions identified in Item 2 of Schedule 1; or
  - (ii) one of the positions created by the Employer after the Commencement Date pursuant to the provisions contained in Item 3 of Schedule 1 and clause 6.3(a).

- (uu) **'public holiday'** has the meaning given in the Act as affected by clause 26(b).
- (vv) **'Review Date'** means the first pay day in February in each of the years 2017, 2018, 2019 and 2020.
- (ww) **'Regulations'** means the regulations made under the Act.
- (xx) **'serious misconduct'** has the meaning prescribed by the Regulations.
- (yy) **'Shift'** means a period of time during which an employee is required to work consecutive hours with a start time and a finish time.
- (zz) **'week'** means the period of seven consecutive days commencing on a Friday and ending on a Thursday, except where a provisions of this Agreement expressly refers to a period of seven consecutive days (or a period of "x" number of weeks) commencing on a Monday.
- (aaa) **'weekday'** means each day of a given week other than a Saturday or Sunday.
- (bbb) **'year of service'** means a period of service of one year, where 'period of service' has the meaning given in section 22 of the Act.

## 11. Interpretation

- (a) In this Agreement, unless the context requires otherwise:
  - (i) where the amounts payable under this Agreement relate to an 'hour' (or 'Hour') or 'week' (or 'Week'), those amounts are payable pro-rata for each part-hour or part-week;
  - (ii) the expressions "overtime rates" and "overtime entitlements" are interchangeable;
  - (iii) the expressions "penalty rates" and "penalty entitlements" are interchangeable;
  - (iv) a reference to an Ordinary Hour 'worked' or required to be worked by an employee includes any hour when the employee is on any form of paid leave;
  - (v) a reference to "pay" (and similar terms and expressions) includes:
    - (1) a Base Hourly Rate payment; and
    - (2) a Loading payment; and
    - (3) the crediting of a Leave Hour; and
    - (4) the crediting of a Flextime Hour;
  - (vi) the singular includes the plural and vice versa;

- (vii) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
  - (viii) 'including' means 'including without limitation' and 'includes' and 'include' have corresponding meanings;
  - (ix) headings are used for convenience only and do not affect the interpretation of this Agreement; and
  - (x) a reference to a 'clause' is a reference to a numbered provision of this Agreement.
- (b) **Ordinary Hours** (i) As indicated by the definition of "Ordinary Hour", where this Agreement refers to an employee working an Ordinary Hour, this Agreement is referring to a full-time or part-time employee working an Ordinary Hour.
- (ii) As indicated by the definition of "Flextime Hour", Flextime Hours do not count as Ordinary Hours (because they are hours worked in addition to Ordinary Hours).
- (c) **Overtime.** As indicated by the definition of "Overtime Hour", where this Agreement refers to an employee working an Overtime Hour, this Agreement is referring to a full-time or part-time employee working an Overtime Hour.

## 12. Ordinary Hours of work for full-time and part-time employees

- (a) **What are the Ordinary Hours of work for full-time and part-time employees?**
- (i) **The Ordinary Hours of work for full-time employees.** The Ordinary Hours of work applicable to each full-time employee are 36.75 hours per week or an average of those hours (see clause 12(a)(iii)).
  - (ii) **The number of Ordinary Hours of work for part-time employees.** The Ordinary Hours of work applicable to a part-time employee are as agreed in writing between the Employer and the employee at the commencement of employment or as subsequently varied by agreement in writing ('the agreed hours') or an average of those agreed hours (see clause 12(a)(iii)).
  - (iii) **Averaging of Ordinary Hours of work for full-time and part-time employees.** The Ordinary Hours of work for a full-time or part-time employee may be averaged over one of the following roster cycles agreed in writing between the Employer and the employee at the commencement of employment or as subsequently varied by agreement in writing:
    - (1) 1 x Ordinary Hours over a roster cycle of 1 week; or
    - (2) 2 x Ordinary Hours over a roster cycle of 2 consecutive weeks; or
    - (3) 3 x Ordinary Hours over a roster cycle of 3 consecutive weeks; or
    - (4) 4 x Ordinary hours over a roster cycle of 4 consecutive weeks; or

- (5) a roster cycle agreed between the Employer and the employee not exceeding 26 consecutive weeks.
- (b) **What is the maximum number of days that an employee may be required to work Ordinary Hours per week?** Subject to clause 12(f), the Ordinary Hours for full-time and part-time employees will generally be worked over a maximum of 6 days in a week commencing on a Monday, provided that on average a full-time or part-time employee must not be required to work more than 20 days in any consecutive 4 week period commencing on a Monday.
- (c) **What is the maximum number of hours that an employee may be required to work per day or Shift?** (i) Subject to clause 12(f), the maximum number of hours that a full-time or part-time employee may generally be required to work per day or Shift are the greater of the following as applicable:
- (1) 10 hours; or
  - (2) 10 hours plus 1 hour for each Make-Up Hour and/or Flextime Hour up to a maximum of 12 hours on any day when the employee works a Make-Up Hour and/or a Flextime Hour; or
  - (3) as agreed between the Employer and the employee up to a maximum of 12 hours.
- (d) **On what days and times will an employee work their Ordinary Hours?** Subject to clause 12(f), a full-time or part-time employee will generally work Ordinary Hours during the Bandwidth applicable to the employee.
- (e) **Make-Up time.** An employee may, with the agreement in writing of the Employer, take time off during the time that they were scheduled to work their Ordinary Hours (or during the time that they are regularly scheduled to work their Ordinary Hours) and work those Ordinary Hours at a later time agreed by the Employer, including outside of the Bandwidth applicable to the employee. Any Ordinary Hour worked by an employee for the purpose of making up time is referred to in this Agreement as a 'Make-Up Hour'.
- (f) **Additional Hours.** (i) For the purpose of this clause 12(f) "Additional Hours" means and includes:
- (1) Overtime Hours;
  - (2) Ordinary Hours which exceed the Maximum Daily Hours;
  - (3) Ordinary Hours over a number of days that exceed the Maximum Weekly Work Days per 4 week cycle;
  - (4) Ordinary Hours outside the Bandwidth.
- (ii) The Employer may require the Employee to work a reasonable number of Additional Hours.

- (iii) An employee may refuse to work Additional Ordinary Hours if they are unreasonable.
- (iv) In determining whether Additional Hours are reasonable or unreasonable for the purposes of clauses 12(f)(ii) and 12(f)(iii), the following must be taken into account:
  - (1) any risk to employee health and safety from working the Additional Hours;
  - (2) the employee's personal circumstances, including family responsibilities;
  - (3) the needs of the Employer's workplace or enterprise;
  - (4) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (5) any notice given by the employer of any request or requirement to work the Additional Hours;
  - (6) any notice given by the employee of his or her intention to refuse to work the Additional Hours;
  - (7) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
  - (8) the nature of the employee's role, and the employee's level of responsibility;
  - (9) whether the Additional Hours are in accordance with the averaging terms included in clause 12(a)(iii) of this Agreement; and
  - (10) any other relevant matter.

### **13. Remuneration**

- (a) Employees are entitled to any applicable base entitlement, allowance, overtime rate, or penalty rate in accordance with this Agreement which will be calculated at the end of each pay period and paid (or credited in the case of Leave Hours or flextime credits) by or in the following pay period.
- (b) Any allowance, overtime rate, penalty rate or wage increase provided for in this Agreement may be absorbed where an employee is paid above the rates set out in this Agreement.
- (c) Employees will also receive statutory superannuation contributions as applicable.
- (d) From time to time the Employer may provide employees with access to additional benefits depending on their circumstances, including for instance, subsidised accommodation, utilities, services and communications equipment, higher duties

allowance or bonus payments. Any additional benefits will be at the sole discretion of the Employer; are not guaranteed; do not form part of this Agreement for any purpose, and accordingly, will not form part of an employee's remuneration for the purpose of calculating any service related entitlements under this Agreement.

- (e) Remuneration for full-time and part-time employees will be paid weekly or fortnightly as determined by the Employer from time to time to a nominated account as specified by the employee. Casual employees must be paid at the termination of each engagement, or weekly or fortnightly in accordance with usual payment methods for part-time and full-time employees.
- (f) Each of the rates of pay set out in Schedule 2 will be increased by 1.5% on each Review Date.

#### 14. Pay points

- (a) Each classification has 4 pay points as identified in Item 2 of Schedule 2.
- (b) An employee will be entitled to progress one pay point within the pay scale for the employee's classification after each completed year of service until they reach the fourth pay point, subject to:
  - (i) the employee completing a Staff Appraisal before progressing to the next pay point; and
  - (ii) the employee accruing the service over a period of not more than 24 months.
- (c) Although an employee is required to complete a Staff Appraisal before progressing to the next pay point, the employee's progressing is not dependent upon the outcome of the Staff Appraisal; and accordingly, where a Staff Appraisal occurs after an employee has completed a year of service, progression to the next pay point will be backdated as required in order to give effect to this clause 14(c).

#### 15. Junior rates

- (a) **Definitions.** For the purpose of this clause 15:
  - (i) **'Applicable Percentage'** means the following percentages depending upon the age of the junior employee:

Age	%
Under 16 years of age	45
16 years of age	50
17 years of age	60
18 years of age	70

Age	%
19 years of age	82.5
20 years of age	97.7

(ii) **'junior employee'** means an employee who is under 21 years of age.

(b) The Employer may pay a junior employee at a rate of pay that is not less than the Applicable Percentage of the rate of pay that would apply to the employee under this Agreement if he/she was 21 years of age.

## 16. Categories of employment

16.1 **Full-time employee.** A full-time employee means an employee who is employed to work 36.75 Ordinary Hours per week on average.

16.2 **Part-time employee.** A part-time employee means an employee who is employed to work Ordinary Hours which are less than 36.75 hours per week. Part-time employees are entitled on a pro-rata basis to equivalent pay and conditions to those of full-time employees.

16.3 **Casual employee.** A casual employee means an employee who is engaged as such. A casual employee's employment may be terminated by either party with immediate effect.

16.4 **Category transfers.** If an employee's employment category changes during the term of this Agreement, their terms and conditions will be determined by this Agreement with reference to their new employment category. Category transfers do not apply to casual employees.

## 17. Payment entitlements of full-time and part-time employee

(a) **Ordinary Hours.** The base entitlements and penalty entitlements applicable to Ordinary Hours worked by full-time and part-time employee are as specified in Schedule 3, subject to the provisions contained in clauses 13(b) and 19.

(b) **Overtime Hours.** The base entitlements and overtime entitlements applicable to Overtime Hours worked by full-time and part-time employee are as specified in Schedule 4, subject to the provisions contained in clauses 13(b) and 19.

## 18. Casual entitlements

(a) **Casual payment entitlements.** The base entitlements, penalty entitlements and overtime entitlements applicable work performed by casual employees are as specified in Schedule 5, subject to the provisions contained in clauses 13(b) and 19.

(b) **Casual employees are excluded from certain entitlements.** (i) Casual Loading (as identified in Schedule 5) is paid instead of entitlements to leave and other matters which this Agreement and/or the National Employment Standards only confer upon full-time and part-time employees.



- (ii)
  - (1) Subject to clause 18(b)(ii)(2), casual employees do not accrue continuity of service for the purposes of calculating any employment related benefits, other than long service leave or for the purpose of clause 14.
  - (2) Where a person is engaged by the Employer as a casual employee and is later engaged by the Employer as a full-time or part-time employee, nothing in this clause 18(b)(ii)(1) will affect any entitlement that the person may have under the Act to have a period of service as a casual employee counted for the purpose of determining any of their entitlements under the Act as a full-time or part-time employee.
- (c) **Casual Carer's Leave** (i) Subject to the provisions contained in this clause 18(c), a casual employee is entitled:
  - (1) to be not available for work; or
  - (2) to leave work,to care for a person who:
  - a. is sick and requires care and support; or
  - b. who requires care due to an emergency(which entitlements are referred to in this clause 18(c) as 'Casual Carer's Leave').
- (ii) Casual Carer's Leave is unpaid.
- (iii) Subject to clause 18(c)(iv), a casual employee is entitled to take a maximum of 48 hours absence on Casual Carer's Leave, with any additional hours by agreement between the Employer and the casual employee.
- (iv) The evidence that an employee must provide in order to be entitled to Casual Carer's Leave in accordance with clause 18(c)(i) are as follows:
  - (1) if the employee is absent for 2 or more consecutive days, a medical certificate; or
  - (2) if the employee has been absent for more than 5 days on Casual Carer's Leave during any 12 month period (whether or not those days are consecutive), a medical certificate for each subsequent day of absence; or
  - (3) in any case if requested by the Employer, a medical certificate.
- (v) Nothing in clause 18(c) affects the rights of either party pursuant to clause 16.3.

**19. Minimum payments for certain Short Shifts**

- (a) **Meaning of "at the same rate".** (i) Subject to clause 19(a)(ii), for the purpose of this clause 19 "at the same rate" means at the same rate, inclusive of the base entitlement and any penalty entitlement and/or overtime entitlement applicable to the actual hours worked by the employee.
- (ii) Subject to clause 19(a)(iii), in respect of any entitlement of an employee under this clause 19 to be paid for an hour in excess of the actual hours worked by the employee, the Employer may credit the employee with Leave Hours (or alternatively, Flextime Hours) of equal value to the rate of pay applicable to the actual hours worked by the employee. For the avoidance of doubt:
- (1) 1 x Base Hourly Rate is equal in value to 1 x Leave Hour (and vice versa); and
  - (2) 1 x Base Hourly Rate is equal in value to 1 x Flextime Hour (and vice versa); and
  - (3) 1 x Leave Hour is equal in value to 100% Loading (and vice versa).
- (iii) Clause 19(a)(ii) does not apply to casual employees.
- (b) **Public Holiday Short Shift (applicable to all employees).** An employee who works a Shift of less than 4 hours on a public holiday at the request of the Employer is entitled to be paid for 4 hours at the same rate of pay applicable to the actual hours worked by the employee during that Shift, provided that the employee was ready willing and able to work for 4 hours.
- (c) **Return to Work Short Shift (applicable to all full-time and part-time employees).** Except for any Shift in respect of which the employee has an entitlement under either clause 19(b) or clause 19(d), where:
- (i) a full-time or part-time employee left the workplace at the conclusion of his or her Shift and was thereafter contacted by the Employer and requested to work a Shift on that same day; and
  - (ii) the employee returned to the workplace in accordance with that request and worked a Shift of less than 2 hours,
- then the employee is entitled to be paid for 2 hours at the same rate of pay applicable to the actual hours worked by the employee on returning to the workplace, provided that the employee was ready willing and able to work for 2 hours.
- (d) **Saturday Short Shift where 36.75 hours have been worked in the preceding 5 days (applicable to all clerical employees).** Except for any Shift in respect of which the employee has an entitlement under clause 19(b), where:
- (i) the total number of hours worked by a clerical employee during a consecutive period of 5 days commencing on a Monday are 36.75 or more;

and

(ii) the Employer required the employee to work a Shift of less than 3 hours in duration on the Saturday immediately following the end of that 5 day period; and

(iii) the employee was ready willing and able to work for 3 hours,

then the employee is entitled to be paid for 3 hours at the same rate of pay applicable to the actual hours worked by the employee on that Saturday.

(e) **Casual Short Shift (applicable to all casual employees).** Except for any Shift in respect of which the employee has an entitlement under clause 19(b), where:

(i) a casual employee is engaged by the Employer to work a Shift of less than 3 hours on any day other than a public holiday; and

(ii) the employee was ready willing and able to work a 3 hour Shift,

then the employee is entitled to be paid for 3 hours at the same rate of pay that was applicable to the actual hours worked by the employee in respect of that Shift.

## 20. Flextime

(a) **Definitions.** In this clause:

(i) **'flextime balance'** means the balance of hours that an employee has worked over a period compared to the hours that an employee would ordinarily have worked as part of their Ordinary Hours.

(ii) **'flextime credit'** means the number of hours by which an employee's flextime balance is in credit.

(iii) **'flextime credit leave'** means flextime leave taken by the employee in circumstances where the employee has a flextime credit.

(iv) **'flextime debit'** means the number of hours by which an employee's flextime balance is in debit.

(v) **'flextime debit leave'** means flextime leave taken by the employee in circumstances where the employee has a flextime debit.

(vi) **'flextime leave'** means and includes:

(1) flextime credit leave; and

(2) flextime debit leave.

(vii) **'maximum flextime credit'** means 36.75 hours (pro-rated for part-time employees);

(viii) **'maximum flextime debit'** means 9.19 hours (pro-rated for part-time

employees);

- (ix) **'settlement period'** means the period of 4 consecutive weeks for the purposes of determining the employee's flextime debit or flextime credit to be carried over into the next settlement period.
- (b) A flextime arrangement is one under which a full-time or part-time the employee's hours of work may be varied in accordance with the provisions contained in this clause 20 for two key purposes:
  - (i) to assist the employee in balancing their work commitments with other responsibilities and preferences; and
  - (ii) to provide operational flexibility and enhanced productivity to the Employer.
- (c) (i) An employee may, with (and subject to) the approval of the Employer work a Flextime Hour for no extra pay and so obtain a credit (either accruing leave or reducing a deficit) equivalent to the extra hours worked. The credit will be on a time for time basis except as follows:
  - (1) where the employee works a Flextime Hour on a public holiday, the employee will be credited with having worked 3 x Flextime Hours; or
  - (2) where a Flextime Hour is worked as an additional hour to the Maximum Daily Hours applicable to the employee, the employee will be credited with having worked 1.5 x Flextime Hours; or
  - (3) where the Employer and the employee otherwise agree in writing.
- (ii) Conversely, an employee may, with (and subject to) the approval of the Employer take flextime debit leave (from their Ordinary Hours) without loss of pay and so incur a debit of the equivalent number of hours.
- (d) (i) The employee may only work a Flextime Hour or take flextime leave with the agreement of the Employer.
- (ii) As far as practicable, flextime credit leave will be as agreed between the employee and the Employer. Where agreement cannot be reached, the flextime credit leave will be determined by the Employer provided that, where determined by the Employer:
  - (1) the employee must be permitted to take flextime credit leave as a whole day (subject to the employee having accrued a sufficient flextime credit); and
  - (2) the Employer will give consideration to the employee's individual needs.
- (e) Flextime arrangements will be in accordance with the Employer's operational requirements and occupational health and safety principles. In regards to occupational health and safety principles, this means that patterns of working hours that have the potential to impact on the health of an employee, such as working

long hours in a condensed period or avoiding meal breaks so as to depart early from work, must be avoided.

- (f) Where an employee's flextime credit at the end of a settlement period exceeds the employee's maximum flextime credit, the Employer and the employee must put in place a strategy to reduce the flextime credit by the end of the next settlement period to the employee's maximum flextime credit by:
  - (i) the employee taking flextime credit leave, and/or:
  - (ii) (1) if the Employer and the employee agree; or
  - (2) to the extent that the employee cannot reasonably take flextime credit leave during that next settlement period,by the Employer paying out any excess credit.
- (g) Where an employee's flextime debit at the end of a settlement period exceeds the maximum flextime debit, the Employer and the employee must put in place a strategy to reduce the flextime debit by the end of the next settlement period to the employee's maximum flextime debit by:
  - (i) the employee working additional hours; and/or
  - (ii) (1) if the Employer and the employee agree, and
  - (2) no other option can reasonably be implemented,by the employee electing to take a reduction in salary; and/or
- (iii) the employee cashing out Leave Hour credits (if applicable).
- (h) If upon termination of employment an employee has a flextime credit, the Employer must pay out the flextime credit at the employee's Base Hourly Rate.
- (i) If upon termination of employment an employee has a flextime debit, the Employer is entitled to deduct the flextime debit from any remuneration payable to the employee upon termination of employment.

## **21. Taking and paying out of Leave Hours**

- (a) Where:
  - (i) a full-time or part-time employee has accrued Leave Hours; and
  - (ii) the Employer and the employee have not, within 4 weeks of the employee accruing those Leave Hours, agreed on when any the Leave Hours will be taken by the employee,then the Employer may:
  - (iii) require an employee to take all or part of the Leave Hours by giving the

employee two weeks' notice in writing; or

- (iv) pay out all or part of the Leave Hours.
- (b) If, upon termination of employment, an employee has an accrued unused entitlement to Leave Hours, the Employer must pay out that accrued unused entitlement.

## 22. Paid annual leave

22.1 **Definitions.** In this clause 22:

- (a) **Additional Annual Leave** means 1 week in addition to NES Annual Leave.
- (b) **Additional Annual Leave Bank** means the bank for crediting and debiting an employee's Additional Annual Leave entitlements established and maintained by the Employer in accordance with the provisions contained in clause 22.3.
- (c) **Advanced Annual Leave** means a period of Paid Annual Leave taken by an employee in advance of accrual in accordance with an agreement between the employee and the Employer pursuant to clause 22.4.
- (d) **Excessive NES Annual Leave Accrual** means:
  - (i) an NES Annual Leave Bank balance of 8 weeks; or
  - (ii) if the employee is a Shiftworker, the lessor of the following:
    1. an NES Annual Leave Bank balance of 8 weeks plus 1 week for each year of service that the employee qualified as a Shiftworker; or
    2. an NES Annual Leave Bank balance of 10 weeks.
- (e) **NES Annual Leave** means the National Employment Standards entitlement of:
  - (i) 4 weeks; or
  - (ii) 5 weeks if the employee is a Shiftworker for the purpose of the National Employment Standards.
- (f) **NES Annual Leave Bank** means the bank for crediting and debiting an employee's NES Annual Leave entitlements established and maintained by the Employer in accordance with the provisions contained in clause 22.3.
- (g) **Paid Annual Leave** means:
  - (i) Additional Annual Leave; and
  - (ii) NES Annual Leave.

- (h) **Shiftworker.** An employee is a Shiftworker for the purpose of the National Employment Standards if the employee works Ordinary Hours over seven days of the week and is regularly rostered to work on Sundays and public holidays (ie. if the employee works Ordinary Hours over seven days of the week and works a combined total of 34 shifts on Sundays and public holidays during the year of service).
- (ix) **used Additional Annual Leave** means and includes each of the following:
  - (1) a period of Paid Annual Leave used (ie. taken or paid out) by an employee when the following conditions are satisfied:
    - a. the balance of the employee's NES Annual Leave Bank is zero or less; and
    - b. the balance of the employee's Additional Annual Leave Bank is in credit; and
    - c. the period of Paid Annual Leave does not result in the balance of the employee's Additional Annual Leave Bank being less than zero;
  - (2) a period of Additional Annual Leave taken by an employee in accordance with a direction given by the Employer under clause 22.9;
  - (3) a period of Additional Annual Leave cashed out by the employee in accordance with clause 22.8(b);
  - (4) a period of Advanced Annual Leave apportioned to Additional Annual Leave in accordance with clause 22.4(c)(ii).
- (x) **used NES Annual Leave** means any period of Paid Annual Leave used (ie. taken or paid out) by the employee other than used Additional Annual Leave.

22.2 **Paid Annual Leave.** (a) For each year of service with the Employer, a full-time or part-time employee is entitled to Paid Annual Leave.

- (b) An employee's entitlement to Paid Annual Leave accrues progressively during a year of service according to the employee's Ordinary Hours, and accumulates from year to year.
- (c) When taking a period of Paid Annual Leave, an employee is entitled:
  - (i) to be paid the employee's Base Weekly Rate as applicable at the time that the leave is taken (or paid out); and
  - (ii) to be paid 17.5% Loading.
- (d) If, when the employment of an employee ends, the employee has a period of untaken Paid Annual Leave, the Employer must pay the employee the

amount that would have been payable to the employee had the employee taken that period of leave (see clause 22.2(c)).

- (e) As indicated by the definitions for "NES Annual Leave" and "Additional Annual Leave", when an employee takes (or is paid out) Paid Annual Leave the employee only utilises Additional Annual Leave in the following circumstances:
  - (i) when the employee has no accrued (including accumulated) NES Annual Leave; or
  - (2) when the employee takes a period of Additional Annual Leave in accordance with a direction given by the Employer under clause 22.9; or
  - (3) when the employee cashes out a period of Additional Annual Leave in accordance with clause 22.8(b); or
  - (4) when the employee takes a period of Advanced Annual Leave, and then, only as apportioned to Additional Annual Leave in accordance with clause 22.4(c)(ii).

22.3 **Annual Leave Banks.** (a) Each full-time or part-time employee has a NES Annual Leave Bank and an Additional Annual Leave bank.

- (b) **Apportionment of accrued and unused Paid Annual Leave of Continuing Employees as at the Commencement Date.**

Where a Continuing Employee has an unused accrued entitlement to Paid Annual Leave on the day immediately preceding the Commencement Date, on the Commencement Date the Employer must transfer:

- (i) four fifths of that accrued and unused Paid Annual Leave entitlement into the employee's NES Annual Leave Bank; and
  - (ii) one fifth of that accrued and unused Paid Annual Leave entitlement into the employee's Additional Annual Leave Bank.
- (c) **NES Annual Leave Bank.** The Employer must ensure that the accrued NES Annual Leave entitlements of an employee relating to any periods of service from the Commencement Date are credited into the employee's NES Annual Leave Bank as they accrue.
    - (i) The Employer must ensure that used NES Annual Leave entitlements used by the employee from the Commencement Date are debited from the employee's NES Annual Leave Bank as they are used.
  - (d) **Additional Annual Leave Bank.** (i) The Employer must ensure that the accrued Additional Annual Leave entitlements of an employee relating to any periods from the Commencement Date are credited into the employee's Additional Annual Leave Bank as they accrue.



- (ii) The Employer must ensure that the used Additional Annual Leave entitlements used by the employee from the Commencement Date are debited from the employee's Additional Annual Leave Bank as they are used.
- 22.4 **Annual leave in advance.** (a) In the event that an employee has a zero balance in both the employee's NES Annual Leave Bank and the employee's Additional Annual Leave Bank, the Employer and an employee may agree in writing to the employee taking a period of Advanced Annual Leave.
- (b) An agreement must:
    - (i) state the amount of leave to be taken in advance and the date on which the leave is to commence; and
    - (ii) be signed by the Employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
  - (c) Where the employee takes a period of Advanced Annual Leave in advance in accordance with an agreement under this clause 22.4:
    - (i) four fifths of the advance will be debited against the employee's NES Annual Leave Bank;
    - (ii) and one fifth of the advance will be debited against the employee's Additional Annual Leave Bank.
  - (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of Advanced Annual Leave already taken in accordance with an agreement under this clause 22.4, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- 22.5 **Shut-down.** (a) Where the Employer intends temporarily to shut down (or reduce to nucleus) the place of employment or a section of it (for example, between Christmas and New Year) for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the Employer must give those employees one month's notice in writing of an intention to apply the provisions of this clause 22.5. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Where an employee has been given notice pursuant to clause 22.5(a) and the employee has:
    - (i) accrued sufficient Paid Annual Leave to cover the full period of closing, the employee must take Paid Annual Leave for the full period of closing;
    - (ii) insufficient accrued Paid Annual Leave to cover the full period of closing, the employee must take Paid Annual Leave to the full

amount accrued and leave without pay for the remaining period of the closing, subject to the provisions contained in clause 22.4; or

- (iii) no accrued Paid Annual Leave, the employee must take leave without pay for the full period of closing, subject to the provisions contained in clause 22.4.

**22.6 Requests by employees to take annual leave.** (a) Employees are generally required to give four weeks' notice to their supervisor of their intention to take Paid Annual Leave.

- (b) Employees must not take Paid Annual Leave without the approval in writing of the Employer.
- (c) The Employer must not unreasonably refuse to agree to a request by the employee to take Paid Annual Leave.

**22.7 Excessive NES Annual Leave Accrual.** (a) If an employee has an Excessive NES Annual Leave Accrual, the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the Excessive NES Annual Leave Accrual.

- (b) If the Employer has genuinely tried to reach agreement with an employee under clause 22.7(a) but agreement is not reached, the Employer may direct the employee in writing to take one or more periods of Paid Annual Leave.
- (c) However, a direction by the employer under clause 22.7(b):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to NES Annual Leave being less than 6 weeks when any other Paid Annual Leave arrangements are taken into account; and
  - (ii) must not require the employee to take any period of Paid Annual Leave of less than 1 week; and
  - (iii) must not require the employee to take a period of NES Annual Leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and the employee.
- (d) The employee must take Paid Annual Leave in accordance with a direction under clause 22.7(b) that is in effect.
- (e) An employee to whom a direction has been given under clause 22.7(b) may request to take a period of Paid NES Annual Leave as if the direction had not been given. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. If the Employer agrees to the employee's request, a direction under clause 22.7(b) will cease to have effect.

- 22.8 **Cashing out annual leave.** (a) **Cashing out NES Annual Leave.** The Employer and an employee may agree to the employee cashing out from the employee's NES Annual Leave Bank a particular amount of the employee's accrued NES Annual Leave provided the employee retains a minimum balance of 4 weeks' NES Annual Leave. Each agreement to cash out a particular amount of NES Annual Leave must be a separate agreement in writing. The Employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone (see clause 22.2(c)).
- (b) **Cashing out Additional Annual Leave.** The Employer and an employee may agree to the employee cashing out from the employee's Additional Annual Leave Bank a particular amount of the employee's accrued Additional Annual Leave. Each agreement to cash out a particular amount of Additional Annual Leave must be a separate agreement in writing. The Employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone (see clause 22.2(c)).
- 22.9 **Direction to take Additional Annual Leave accruals.** (a) If an employee has accrued at least 6 weeks of Paid Annual Leave in total (of which at least 1 week is made up of Additional Annual Leave), the Employer may direct the employee in writing to take one or more periods of paid Additional Annual Leave.
- (b) However, a direction by the employer under clause 22.9(a):
- (i) must not require the employee to take any period of Additional Annual Leave of less than one week; and
- (ii) must not require the employee to take a period of paid Additional Annual Leave beginning less than 4 weeks, or more than 12 months, after the direction is given; and
- (iii) must not be inconsistent with any leave arrangement agreed by the Employer and the employee.
- (c) The employee must take Additional Annual Leave in accordance with a direction under clause 22.9(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 22.9(a) may request to take a period of Paid Annual Leave as if the direction had not been given. The Employer must not unreasonably refuse to agree to a request by the employee to take Paid Annual Leave. If the Employer agrees to the employee's request, a direction under clause 22.9(a) will cease to have effect.
- 22.10 **Employee not taken to be on Paid Annual Leave at certain times.** (a) If the period during which an employee takes Paid Annual Leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on Paid Annual Leave on that public holiday.
- (b) If the period during which an employee takes paid annual leave includes a

period of any other leave (other than unpaid parental leave) under the National Employment Standards, or a period of absence from employment under Division 8 of the National Employment Standards (which deals with community service leave), the employee is taken not to be on Paid Annual Leave for the period of that other leave or absence.

### 23. Personal leave

- (a) **Personal/carers leave.** The entitlement of an employee to personal/carers leave is governed by the National Employment Standards (specifically, Subdivisions A and B of Division 7 of Pt 2-2 of the Act) and clause 23(c).
- (b) **Compassionate leave.** The entitlement of an employee to compassionate leave is governed by the National Employment Standards (specifically, Subdivision C of Division 7 of Pt 2-2 of the Act) and clause 23(c).
- (c) **Evidence Requirements.** For the purpose of section 107(5) of the Act, the evidence that an employee must provide in order to be entitled to personal/carers leave, or compassionate leave are as follows:
  - (i) **Personal/carers leave.** (1) if the employee is absent for 2 or more consecutive days on personal/carers leave, a medical certificate;
    - (2) if the employee has been absent for more than 5 days on personal/carers leave during any 12 month period (whether or not those days are consecutive), a medical certificate for each subsequent day of absence; or
    - (3) in any case if requested by the Employer, a medical certificate.
  - (ii) **Compassionate leave.** The Employer may require an employee to produce documentary evidence of the need for compassionate leave.

### 24. Community Service Leave

- (a) The entitlement of an employee to community service leave is governed the National Employment Standards (specifically, Division 8 of Pt 2-2 of the Act) and the following clause 24(b).
- (b) The Employer may require an employee to produce documentary evidence that the employee has been or will be engaging in an eligible community service activity.

### 25. Parental leave

The entitlement of an employee to parental leave is governed by the National Employment Standards (specifically, Division 5 of Pt 2-2 of the Act).

### 26. Public holidays

- (a) The entitlement of an employee to be absent from employment and receive a payment on a public holiday is governed by the National Employment Standards (specifically, Division 10 of Pt 2-2 of the Act) and the following provisions of this

clause 26.

- (b) In accordance with section 115(3) of the Act, the Employer and an employee may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday because of the provisions contained in sections 115(1) and 115(2) of the Act.

## **27. Long service leave**

The entitlement of an employee to long service leave are governed by the relevant provisions of the *Long Service Leave Act* (NT).

## **28. First Aid Allowance**

A full-time or part-time employee who meets each of the following conditions is entitled to be paid a weekly allowance (pro-rata for part-time employees) of \$11 per week increased by \$1 on each Review Date:

- (a) Condition 1 – the employee has been trained to render first aid;
- (b) Condition 2 – the employee is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance Australia or a similar body; and
- (c) Condition 3 – the employee is appointed as a first aid officer and required by the Employer to perform first aid duty during that week.

## **29. Provision of uniform and personal protective equipment**

- (a) Where the Employer requires an employee to wear a uniform or personal protective equipment, the Employer will supply the uniform and personal protective equipment to the employee at the Employer's own cost (subject to clause 29(b)).
- (b) All uniforms and personal protective equipment provided by the Employer to each employee will remain the property of the Employer and must be accounted for by each employee when required by the Employer. When any item has become so worn that it is no longer adequate for its purpose, it will be replaced by the Employer without charge to the employee but any item which is lost or damaged through the negligence of the employee will be replaced at the expense of the employee. The cost of any article not returned to the Employer by an employee on termination may be recovered from any monies owing to that employee.

## **30. Vehicle allowance**

- (a) (i) Where the Employer requires and authorises an employee to use the employee's own motor vehicle in the performance of the employee's duties, the employee is entitled to be paid the following allowances:
  - (1) Motor cars - \$0.78 per kilometre with a maximum payment as for 400 kilometres per week;
  - (2) Motorcycles - \$0.52 per kilometre with a maximum payment as for

400 kilometres per week.

- (ii) On each Review Date the vehicle allowances provided in clause 30(a)(i) will be increased (if applicable) by the percentage increase in movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0) Private motoring sub-group.
- (b) Where the Employer provides an employee with a motor vehicle for use in the performance of the employee's duties:
  - (i) subject to clause 30(b)(ii), the Employer must pay all expenses associated with the authorised use of the vehicle by the employee, including registration, running and maintenance;
  - (ii) where the Employer authorises the employee to use the vehicle for private use, the employee is responsible for all fuel consumed by the employee whilst using the vehicle for private use.

### **31. Field trips and travel**

- (a) **Local travel.** (i) Where the Employer requires an employee to undertake field work locally away from the employee's usual place of residence for more than 1 days' duration, the Employer will provide the employee with food and camping gear.
  - (ii) Where the employee is required to travel to a local work site (including for field work) other than the employee's usual place of work, the employee will be expected to travel between the employee's usual place of residence and the local work site during the employee's own time.
- (b) **Distant travel.** Where the Employer requires an employee to undertake regional, interstate or international travel, the entitlements set out in this clause 31(b) will apply.
  - (i) **Expenses.** (1) The Employer will arrange that travel at the Employer's own cost.
    - (2) If the Employer requires the employee to stay overnight, the Employer will arrange for the employee's accommodation at the Employer's own cost.
    - (3) Except to the extent that meals and transport are provided to an employee through any arrangements made or approved by the Employer, the Employer will provide the employee with a reasonable allowance to cover meals and incidentals. No allowance is claimable for any period of private travel.
  - (ii) **Paid Travel Time.** (1) Time spent by the employee in travelling between the employee's usual place of employment and the regional or interstate destination will be counted and remunerated as Ordinary Hours up to a

maximum of 8 hours in any 24 hour period ('Paid Travel Time').

- (2) Penalty rates and overtime rates do not apply to Paid Travel Time except that if the travel is undertaken on a public holiday, the employee will be entitled to an additional 1.5 Leave Hours or alternatively 150% Loading in respect of that Paid Travel Time (up to the maximum cap of 8 hours).
- (3) Any Regional or Interstate Travel Time that exceeds 8 hours in any 24 hour period will be unpaid unless otherwise agreed in writing between the Employer and an employee.

**32. Requirement for notice of termination or payment in lieu**

- (a) **Employees not covered by this clause.** This clause 32 does not apply to any of the following employees:
  - (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
  - (ii) an employee whose employment is terminated because of serious misconduct;
  - (iii) a casual employee;
  - (iv) an employee identified in section 123(1) of the Act as an employee to whom Division 11 of the Fair Work Act does not apply; and
  - (v) an employee identified in section 123(3) of the Act as an employee to whom Subdivision A of Division 11 of the Fair Work Act does not apply.
- (b) **Meaning of continuous service.** For the purpose of this clause 32 "continuous service" has the same meaning that the term has in section 117 of the Act (by reference to the provisions contained in section 22 of the Act).
- (c) **Resignation.** A full-time or part-time employee's employment may be terminated by the employee giving the Employer the following amount of notice in writing, or a payment equivalent to the employee's Base Weekly Rate for the relevant period in lieu of notice (which the Employer is entitled to deduct from any remuneration payable to the employee upon termination of employment):

<b>Length of continuous service with Employer</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks

More than 5 years	4 weeks
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- (d) **Termination at the initiative of the Employer.** A full-time or part-time employee's employment may be terminated by the Employer giving the employee the following amount of notice in writing, or a payment equivalent to the employee's Base Weekly Rate for the relevant period in lieu of notice:

<b>Length of continuous service with Employer at the end of the day the notice is given</b>	<b>Period of notice if the employee is 45 years old or younger at the end of the day the notice is given</b>	<b>Period of notice if the employee is over 45 years old at the end of the day the notice is given</b>
Not more than 1 year	1 week	1 week
More than 1 year but less than 2 years	2 weeks	2 weeks
At least 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (e) **Job search entitlement where Employer gives notice.** Where the Employer has given notice of termination to an employee pursuant to clause 32(d), the Employer will allow the employee up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.

### 33. Dispute resolution

The following procedure will apply if a dispute arises between an employee and the Employer about matters pertaining to the relationship between the Employer and its employees, or a matter arising under this Agreement or the National Employment Standards:

#### **Informal resolution within the workplace**

The employee will discuss the matter informally with their immediate supervisor.

#### **Formal resolution within the workplace**

Step 1 -- if the dispute cannot be resolved informally, the employee will discuss the matter formally with their immediate supervisor.



Step 2 -- if the dispute is not resolved at Step 1, the employee will discuss the matter with their supervisor and more senior levels of management as appropriate.

### **Resolution outside the workplace**

If a dispute about a matter arising under this Agreement or a dispute in relation to the National Employment Standards is unable to be resolved at Step 2, a party to the dispute may refer the dispute to the Fair Work Commission.

The Parties to the dispute may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

Both the Employer and an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

## **34. Redundancy**

- (a) **Employees not covered by this clause.** This clause 34 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
  - (ii) an employee whose employment is terminated because of serious misconduct;
  - (iii) a casual employee;
  - (iv) an employee identified in section 123(1) of the Act as an employee to whom Division 11 of the Fair Work Act does not apply; and
  - (v) an employee identified in section 123(4) of the Act as an employee to whom Subdivision B of Division 11 of the Fair Work Act does not apply.
- (b) **Redundancy pay.** The entitlement of an employee to redundancy pay is governed by Division 11 of Pt 2-2 of the Act.
- (c) **Transfer to lower duties.** Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former Base Weekly Rate of pay and the new Base

Weekly Rate of pay for the number of weeks of notice still owing (pro-rata for a part-week).

- (d) **Employee leaving during the notice period.** An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
- (e) **Job search entitlement.** Instead of the entitlement that applies pursuant to clause 32(e):
  - (i) an employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment; and
  - (ii) if the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

### 35. Superannuation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties to this Agreement unless otherwise specified.
- (b) **Choice of funds.** All employees have the right to choose superannuation funds.
- (c) **Employer Contributions.** The Employer must make superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- (d) **Voluntary employee contributions.** (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 35(c).
  - (ii) An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer.
  - (iii) The Employer must pay the amount authorised under clauses 35(d)(i) or 35(d)(ii) no later than 28 days after the end of the month in which the

deduction authorised under clauses 35(d)(i) or 35(d)(ii) was made.

- (e) **Superannuation fund.** Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 35(c) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 35(c) and pay the amount authorised under clauses 35(d)(i) or 35(d)(ii) to the Employer's default fund called ANZ Smart Choice Super (part of OnePath MasterFund (ABN 53 789 980 697)), a MySuper product issued by OnePath Custodians Pty Limited (ABN 12 008 408 496).
- (f) **Absence from work.** Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 35(c) and pay the amount authorised under clauses 35(d)(i) or 35(d)(ii) in the following circumstances:
  - (i) while the employee is absent on any paid leave;
  - (ii) for the period of absence from work (up to 52 weeks in total) due to work related injury or work related illness provided that:
    - (1) the employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with statutory requirements; and
    - (2) the employee remains employed by the Employer.

### **36. Meal breaks**

- (a) Employees are entitled to one meal break of not less than 30 minutes and not more than 60 minutes after not more than 5 hours of work. Where the nature of the employee's work requires an employee to be available to resume duties during the break, the break will be paid.
- (b) Meal breaks must be granted and taken as entitled.
- (c) Meal breaks will not be counted as time worked for any purpose.

### **37. Tea breaks**

An employee is entitled to one 10 minute rest interval on each day that the employee is required to work more than 3 but less than 7.35 hours, or two 10 minute breaks if they work 7.35 hours, to be counted as time worked.

### **38. Rosters and time records**

- (a) The Employer will prepare and communicate a roster in a timely manner. Due to daily operational requirements this roster may be varied.
- (b) Employees must follow this roster.
- (c) All employees covered by this Agreement will be required to complete timesheets.

### **39. Flexibility term**

- (a) The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the individual flexibility arrangement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph 39(a)(i); and
  - (iii) the arrangement is genuinely agreed to by the Employer and employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and employee; and
  - (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - (1) the terms of the Agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- (v) states the day on which the arrangement commences.
- (d) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and employee agree in writing--at any time.
- (f) The right to make an individual flexibility arrangement pursuant to this clause 39 is in addition to, and is not intended to otherwise affect, any provision for an agreement or arrangement between the Employer and an individual employee contained in any other term of this Agreement, including for instance, the provisions contained in clause 20.

#### **40. Consultation**

- (a) The Employer will consult employees covered by this Agreement about:
  - (i) major workplace changes which are likely to have a significant effect on employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (b) The following consultation procedure will apply:
  - (i) The Employer is required to:
    - (1) provide information to the relevant employees about the change; and
    - (2) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) consider any views given by the relevant employees about the impact of the change; and
    - (4) in the case of major workplace change, as soon as practicable after the Employer makes a definite decision to introduce major workplace changes, the Employer must advise the relevant employees about the major workplace changes, the effects the changes are likely to have on employees and any measures which may avert or mitigate the adverse effects of the changes;
  - (ii) the Employer will not be required to disclose confidential information if it would be contrary to its interests; and
  - (iii) relevant employees will be entitled to be represented by a person of their

choice at all stages of the consultation procedure.

- (c) The requirement to consult under this clause 40 in relation to a change of roster or ordinary hours of work does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) In this clause 40:
  - (i) "relevant employees" means the employees who may be affected by a change referred to in clause 40(a); and
  - (ii) A major change "is likely to have a significant effect on employees" if it results in:
    - (1) the termination of the employment of employees; or
    - (2) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
    - (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    - (4) the alteration of hours of work; or
    - (5) the need to retrain employees; or
    - (6) the need to relocate employees to another workplace; or
    - (7) the restructuring of jobs.

### Schedule 1 – Classifications

Item 1: Classification	Item 2: Description (positions in existence as at the Commencement Date)	Item 3: Description (positions that may be created in future)
C1	Means an employee engaged to perform the position of " <b>Ranger Level 1</b> ". A person engaged in this position performs most tasks under supervision but may be required to undertake some unsupervised tasks depending on their level of experience	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C1". The Employer may designate a newly created position as being classified as "C1" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Ranger Level 1" position.
C2	Means an employee engaged to perform the position of " <b>Ranger Level 2</b> ". A person engaged in this position may perform the same duties and responsibilities of a Level 1 Ranger, with or without supervision; but will also be expected to be leading and mentoring Level 1 Rangers.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C2". The Employer may designate a newly created position as being classified as "C2" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Ranger Level 2" position.
C3	Means an employee engaged to perform the position of " <b>Senior Ranger Level 1</b> ". A person engaged in this position may perform the same duties and responsibilities of a Level 2 Ranger with or without supervision; but may also supervise teams and will be involved in resource allocation and project planning. A Ranger at this level will be developing specialist skills.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C3". The Employer may designate a newly created position as being classified as "C3" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Senior Ranger Level 1" position.
C4	Means an employee engaged to perform the position of " <b>Senior Ranger Level 2</b> ". A person engaged in this position may perform the same duties and responsibilities of a Level 1 Senior Ranger, but also takes responsibility for the allocation of resources and project planning. A Ranger at this level will have a specialist qualification and/or skills, such as in chemical handling or as a coxswain.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C4". The Employer may designate a newly created position as being classified as "C4" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Senior Ranger Level 2" position.

Item 1: Classification	Item 2: Description (positions in existence as at the Commencement Date)	Item 3: Description (positions that may be created in future)
C5	Means an employee engaged to perform the position of " <b>Business Support Officer Level 1</b> "	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C5". The Employer may designate a newly created position as being classified as "C5" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Business Support Officer Level 1" position.
C6	Means an employee engaged to perform the position of " <b>Business Support Officer Level 2</b> ". As with a Level 1 Business Support Officer but may be required to perform tasks without supervision and may be responsible for the supervision of other employees.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C6". The Employer may designate a newly created position as being classified as "C6" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Business Support Officer Level 2" position.
C7	Means an employee engaged to perform the position of " <b>Facilitator Level 1</b> ". A person engaged in this position will have duties and responsibilities which include planning, coordinating, delivering and reporting on Dhimurru projects. A person engaged in this position will have an appropriate high level certificate or tertiary qualifications or demonstrated experience at an equivalent level.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C7". The Employer may designate a newly created position as being classified as "C7" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Facilitator Level 1" position.
C8	Means an employee engaged to perform the position of " <b>Facilitator Level 2</b> ". A person engaged in this position may perform the same duties and responsibilities of a Level 1 Facilitator but will have extensive experience and their duties and responsibilities may include leading other Facilitators, taking a lead role in management of partnerships and negotiation of resources uptake and delivery, and providing other leadership and mentoring assistance.	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C8". The Employer may designate a newly created position as being classified as "C8" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Facilitator Level 2" position.



Item 1: Classification	Item 2: Description (positions in existence as at the Commencement Date)	Item 3: Description (positions that may be created in future)
C9	Means an employee engaged to perform the position of " <b>Business Services Manager</b> ".	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C9". The Employer may designate a newly created position as being classified as "C9" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Business Services Manager" position.
C10	Means an employee engaged to perform the position of " <b>Senior Cultural Adviser</b> ".	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C10". The Employer may designate a newly created position as being classified as "C10" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Senior Cultural Adviser" position.
C11	Means an employee engaged to perform the position of " <b>Executive Support Officer</b> ".	Also means an employee (other than an employee engaged to perform a position described in Item 2) engaged in a position created by the Employer after the Commencement Date which is designated by the Employer as being classified as "C11". The Employer may designate a newly created position as being classified as "C11" if the Employer determines that it has a similar education, skill, experience and responsibility profile to the "Executive Support Officer" position.

**Schedule 2 – Base Rates of Pay**

<b>Item 1 - Classification</b>	<b>Item 2 - Pay Point</b>	<b>Item 3 -Base Hourly Rate</b>	<b>Item 4 - Base Weekly Rate (full-time)</b>	<b>Item 5 -Base Annual Rate (full-time)</b>
<b>C1 – including Ranger Level 1</b>	1	\$22.3046	\$819.69	\$42,624
	2	\$22.5296	\$827.96	\$43,054
	3	\$22.7530	\$836.17	\$43,481
	4	\$23.8660	\$877.08	\$45,608
<b>C2 – including Ranger Level 2</b>	1	\$24.1340	\$886.92	\$46,120
	2	\$24.6766	\$906.87	\$47,157
	3	\$25.2177	\$926.75	\$48,191
	4	\$25.7609	\$946.71	\$49,229
<b>C3 – including Senior Ranger Level 1</b>	1	\$26.8912	\$988.25	\$51,389
	2	\$27.4710	\$1,009.56	\$52,497
	3	\$28.0706	\$1,031.60	\$53,643
	4	\$28.6960	\$1,054.58	\$54,838
<b>C4 – including Senior Ranger Level 2</b>	1	\$29.0215	\$1,066.54	\$55,460
	2	\$29.6557	\$1,089.85	\$56,672
	3	\$30.2878	\$1,113.08	\$57,880
	4	\$31.3972	\$1,153.85	\$60,000
<b>C5 – including Business Support Officer Level 1</b>	1	\$23.5259	\$864.58	\$44,958
	2	\$24.0500	\$883.84	\$45,960
	3	\$24.3200	\$893.76	\$46,480
	4	\$24.8500	\$913.24	\$47,496
<b>C6 – including Business Support Officer Level 2</b>	1	\$26.1200	\$959.91	\$49,920
	2	\$26.5800	\$976.82	\$50,800
	3	\$27.5000	\$1,010.63	\$52,543
	4	\$28.3300	\$1,041.13	\$54,137
<b>C7 – including Facilitator Level 1</b>	1	\$34.7900	\$1,278.53	\$66,488
	2	\$35.6400	\$1,309.77	\$68,104
	3	\$36.4800	\$1,340.64	\$69,719
	4	\$37.8300	\$1,390.25	\$72,299
<b>C8 – including Facilitator Level 2</b>	1	\$39.4100	\$1,448.32	\$75,322
	2	\$40.7300	\$1,496.83	\$77,835
	3	\$42.0500	\$1,545.34	\$80,352
	4	\$43.3700	\$1,593.85	\$82,876
<b>C9 – including Business Services Manager</b>	1	\$40.8200	\$1,500.14	\$78,006
	2	\$42.6300	\$1,566.65	\$81,465
	3	\$44.3000	\$1,628.03	\$84,666
	4	\$45.9800	\$1,689.77	\$87,867

<b>Item 1 - Classification</b>	<b>Item 2 - Pay Point</b>	<b>Item 3 -Base Hourly Rate</b>	<b>Item 4 - Base Weekly Rate (full-time)</b>	<b>Item 5 -Base Annual Rate (full-time)</b>
<b>C10 – including Senior Cultural Adviser</b>	1	\$35.6243	\$1,309.19	\$68,078
	2	\$36.9419	\$1,357.62	\$70,596
	3	\$38.3087	\$1,407.85	\$73,208
	4	\$39.4553	\$1,449.98	\$75,399
<b>C11 – including Executive Support Officer</b>	1	\$31.5900	\$1,160.93	\$60,372
	2	\$32.3600	\$1,189.23	\$61,839
	3	\$33.1300	\$1,217.53	\$63,305
	4	\$34.3500	\$1,262.36	\$65,648

**Schedule 3 – Ordinary Hour entitlements of full-time and part-time employees**

<b>Table A of Schedule 3 – Ordinary Hour entitlements applicable to <u>all</u> full-time and part-time employees (where applicable)</b>			
<b>No.</b>	<b>Entitlement Name</b>	<b>Entitlement</b>	<b>Application</b>
1.	Ordinary Hour base entitlement	1 x Base Hourly Rate	The entitlement applies to each Ordinary Hour worked by the employee.
2.	Maximum Weekly Work Days Ordinary Hour penalty entitlement	0.5 Leave Hours unless the employee paid 50% Loading	<p>If the employee works on seven consecutive days commencing on a Monday, the entitlement applies to each Ordinary Hour worked by the employee on the seventh consecutive day (referred to in this Schedule 3 as a "Sunday Penalty Day"), excluding any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value;</li> <li>(c) any hour which the employee volunteers to work for the purposes of assisting the Employer in responding to a community or environmental emergency; or</li> <li>(d) Paid Travel Time.</li> </ul>
3.	Maximum Days per 4 week cycle – Ordinary Hour penalty entitlement	0.5 Leave Hours unless the employee is paid 50% Loading	<p>(1) Subject to (2), in relation to any period of 28 consecutive days commencing on a Monday, if the employee works on more than 20 Ordinary Work Days during that period, the entitlement applies to each Ordinary Hour worked by the employee on each Ordinary Work Day after the first 20 Ordinary Work Days of that period, where:</p> <p>"Ordinary Work Day" means every day that the employee works during the 28 day period other than:</p> <ul style="list-style-type: none"> <li>(a) a day on which all of the hours worked by the employee are Make-Up Hours and/or Flextime Hours; or</li> <li>(b) a Sunday Penalty Day; or</li> <li>(c) any day which the employee volunteers to work for the purposes of assisting the Employer in responding to a community or environmental emergency.</li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(c) Paid Travel Time.</li> </ul>

**Table A of Schedule 3 – Ordinary Hour entitlements applicable to all full-time and part-time employees (where applicable)**

No.	Entitlement Name	Entitlement	Application
4.	Return to Work Ordinary Hour penalty entitlement	0.5 Leave Hours unless the employee is paid 50% Loading	<p>(1) Subject to (2), where:</p> <p>(a) the employee left the workplace at the conclusion of his or her Shift and was thereafter contacted by the Employer and required to return to the workplace to work; and</p> <p>(b) the employee returned to the workplace and worked, the employee is entitled to the entitlement for each Ordinary Hour worked by the employee following the employee's return to work.</p> <p>(2) The entitlement does not apply to any of the following:</p> <p>(a) any Make-Up Hours; and</p> <p>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</p> <p>(c) Paid Travel Time.</p>
5.	Public holiday Ordinary Hour penalty entitlement	1.5 Leave Hours unless the employee is paid 150% Loading	The entitlement applies to each Ordinary Hour worked by the employee on a public holiday.

**Table B of Schedule 3 – Ordinary Hour entitlements which are only applicable to certain full-time and part-time clerical employees**

No.	Entitlement Name	Entitlement	Application
6.	Saturday Ordinary Hour penalty entitlement	0.15 Leave Hours unless the employee is paid 15% Loading	<p>(1) Subject to (2), the entitlement applies to each Ordinary Hour worked by the applicable employee on a Saturday. For this purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, an employee engaged in the Business Support Officer position at Level 1 or Level 2; and</li> <li>(b) in respect of any clerical positions which may be created after the Commencement Date: <ul style="list-style-type: none"> <li>(i) any employee engaged in a clerical position classified as C1, C2, C5, or C6; and</li> <li>(ii) any employee engaged in a clerical position classified as C3 other than at pay point 4.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours worked by the employee;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(c) Paid Travel Time.</li> </ul>
7.	Sunday Ordinary Hour penalty entitlement	0.25 Leave Hours unless the employee is paid 25% Loading	<p>(1) Subject to (2) and (3), the entitlement applies to each Ordinary Hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) any employee engaged in a clerical position classified as C7, C10, or C11; and</li> <li>(b) any employee engaged in clerical position classified as C8 at pay point 1.</li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours worked by the employee;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(c) Paid Travel Time.</li> </ul> <p>(3) <b>Note</b> – as at the Commencement Date there are no clerical positions in existence which will qualify for this entitlement.</p>

**Table B of Schedule 3 – Ordinary Hour entitlements which are only applicable to certain full-time and part-time clerical employees**

No.	Entitlement Name	Entitlement	Application
8.	Sunday Ordinary Hour penalty entitlement	0.50 Leave Hours unless the employee is paid 50% Loading	<p>(1) Subject to (2) and (3), the entitlement applies to each Ordinary Hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) any employee engaged in a clerical position classified as C3 at pay point 4; and</li> <li>(b) any employee engaged in clerical position classified as C4.</li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours worked by the employee;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(c) Paid Travel Time.</li> </ul> <p>(3) <b>Note</b> – as at the Commencement Date there are no clerical positions in existence which will qualify for this entitlement.</p>
9.	Sunday Ordinary Hour penalty entitlement	0.75 Leave Hours unless the employee is paid 75% Loading	<p>(1) Subject to (2), the entitlement applies to each Ordinary Hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any employee engaged in the Business Support Officer position at Level 1 or Level 2;</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date: <ul style="list-style-type: none"> <li>(i) any employee engaged in a clerical position classified as C1, C2, C5, or C6; and</li> <li>(ii) any employee engaged in a clerical position classified as C3 other than at pay point 4.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any Make-Up Hours worked by the employee;</li> <li>(b) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(c) Paid Travel Time.</li> </ul>

**Table B of Schedule 3 – Ordinary Hour entitlements which are only applicable to certain full-time and part-time clerical employees**

No.	Entitlement Name	Entitlement	Application
10.	Maximum Daily Hours Ordinary Hour penalty entitlement	0.25 Leave Hours unless the employee paid 25% Loading	<p>(1) Subject to (2), the entitlement applies to each Ordinary Hour worked by the applicable employee worked in excess of the Maximum Daily Hours. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any employee engaged in the Business Support Officer position at Level 2;</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date, any employee engaged in a clerical position classified as: <ul style="list-style-type: none"> <li>(i) C6; or</li> <li>(ii) C3 other than at pay point 4.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(b) Paid Travel Time.</li> </ul>
11.	Maximum Daily Hours Ordinary Hour penalty entitlement	0.50 Leave Hours unless the employee paid 50% Loading	<p>(1) Subject to (2), the entitlement applies to each Ordinary Hour worked by the applicable employee worked in excess of the Maximum Daily Hours. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any employee engaged in the Business Support Officer position at Level 1; and</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date, any employee engaged in a clerical position classified as C1, C2, or C5.</li> </ul> <p>(2) The entitlement does not apply to any of the following:</p> <ul style="list-style-type: none"> <li>(a) any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value; or</li> <li>(b) Paid Travel Time.</li> </ul>



**Schedule 4 – Overtime Hour entitlements of full-time and part-time employees**

<b>Table A of Schedule 4 – Overtime Hour entitlements applicable to <u>all</u> full-time and part-time employees (where applicable)</b>			
<b>No.</b>	<b>Entitlement Name</b>	<b>Entitlement</b>	<b>Application</b>
12.	Overtime Hour base entitlement	1 x Leave Hour unless the employee is paid 1 x Base Hourly Rate	The entitlement applies to each Overtime Hour worked by the employee.
13.	Standard Overtime Hour overtime entitlement	0.5 Leave Hours unless the employee paid 50% Loading	The entitlement applies to each Overtime Hour worked by the employee, except for any hour in relation to which the employee is entitlement to be paid or credited with Entitlement 14 or 15.
14.	Public Holiday Overtime Hour overtime entitlement	1.5 Leave Hours unless the employee is paid 150% Loading	The entitlement applies to each Overtime Hour worked by the employee on a public holiday.

<b>Table B of Schedule 4 – Overtime Hour entitlements which are only applicable to certain full-time and part-time <u>clerical</u> employees</b>			
<b>No.</b>	<b>Entitlement Name</b>	<b>Entitlement</b>	<b>Application</b>
15.	Sunday Overtime Hour overtime entitlement	0.75 Leave Hours unless the employee is paid 75% Loading	<p>(1) Subject to (2), the entitlement applies to each Overtime Hour worked by the applicable employee on a Sunday other than a public holiday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <p style="padding-left: 40px;">(a) in respect of the positions in existence at the Commencement Date, any employee engaged in the Business Support Officer position at Level 1 or Level 2; and</p> <p style="padding-left: 40px;">(b) in respect of clerical positions which may be created after the Commencement Date, any employee engaged in a clerical position</p> <p style="padding-left: 80px;">(i) classified as C1, C2, C5, or C6; or</p> <p style="padding-left: 80px;">(ii) classified as C3 other than at pay point 4.</p> <p>(2) The entitlement does not apply to any hour in relation to which the employee is entitled to be paid or credited with Entitlement 14.</p>

**Schedule 5 – Casual payment entitlements**

<b>Table A of Schedule 5 – Entitlements applicable to all casual employees</b>			
<b>No.</b>	<b>Entitlement Name</b>	<b>Entitlement</b>	<b>Application</b>
16.	Casual base entitlement	1 x Base Hourly Rate	The entitlement applies to each hour worked by the casual employee.
17.	Casual Loading penalty entitlement	24.18% Loading	The entitlement applies to each hour worked by the casual employee excluding any hours worked on a public holiday. Where the entitlement applies, it may be combined with any other applicable penalty entitlement or overtime entitlement provided for in this Schedule 5.
18.	Public holiday penalty entitlement	150% Loading	The entitlement applies to each hour worked by the casual employee on a public holiday.

<b>Table B of Schedule 5 – Entitlements applicable to certain casual <u>clerical</u> employees</b>			
<b>No.</b>	<b>Entitlement Name</b>	<b>Entitlement</b>	<b>Application</b>
19.	7 pm to 7 am penalty entitlement	10% Loading	<p>(1) Subject to (2), the entitlement applies to each hour worked by the applicable employee 7 pm and 7 am Monday to Friday other than on a public holiday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <p>(a) in respect of the positions in existence at the Commencement Date:</p> <p>(i) any casual employee engaged in the Business Support Officer position at Level 1;</p> <p>(ii) any casual employee engaged in the Business Support Officer position at Level 2 other than at pay point 4;</p> <p>(b) in respect of clerical positions which may be created after the Commencement Date:</p> <p>(i) any casual employee engaged in a clerical position classified as C1, C2 or C5; or</p> <p>(ii) any casual employee engaged in a clerical position classified as C6 other than at pay point 4;</p> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p>

**Table B of Schedule 5 – Entitlements applicable to certain casual clerical employees**

No.	Entitlement Name	Entitlement	Application
20.	Maximum Daily Hours Ordinary Hour penalty entitlement	25% Loading	<p>(1) Subject to (2), the entitlement applies to each hour worked by the applicable employee in excess of the Maximum Daily Hours other than on a public. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any casual employee engaged in the Business Support Officer position at Level 2;</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date: <ul style="list-style-type: none"> <li>(i) any casual employee engaged in a clerical position classified as C3 other than at pay point 4; or</li> <li>(ii) an casual employee engaged in a clerical position classified as C6.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p>
21.	Maximum Daily Hours penalty entitlement	50% Loading	<p>(1) Subject to (2), the entitlement applies to each hour worked by the applicable employee in excess of the Maximum Daily Hours. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any casual employee engaged in the Business Support Officer position at Level 1;</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date, an casual employee engaged in a clerical position classified as C1, C2, or C5.</li> </ul> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p>

**Table B of Schedule 5 – Entitlements applicable to certain casual clerical employees**

No.	Entitlement Name	Entitlement	Application
22.	Saturday penalty entitlement	25% Loading	<p>(1) Subject to (2), the entitlement applies to each hour worked by the applicable employee:</p> <ul style="list-style-type: none"> <li>(a) on a Saturday; and</li> <li>(b) between 7 pm and 7 am Monday to Friday.</li> </ul> <p>For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date: <ul style="list-style-type: none"> <li>(i) any casual employee engaged in the Business Support Officer position at Level 1; and</li> <li>(ii) any casual employee engaged in the Business Support Officer position at Level 2 other than at pay point 4;</li> </ul> </li> <li>(b) in respect of clerical positions which may be created after the Commencement Date: <ul style="list-style-type: none"> <li>(i) any casual clerical employee engaged in a position classified as C1 or C2; and</li> <li>(ii) any casual clerical employee engaged in a position classified as C3 other than at pay points 3 or 4; and</li> <li>(iii) any casual employee engaged in a clerical position classified as C5; and</li> <li>(iv) any casual employee engaged in a clerical position classified as C6 other than at pay point 4;.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p>
23.	Sunday penalty entitlement	0.25 Leave Hours unless the employee is paid 25% Loading	<p>(1) Subject to (2) and (3), the entitlement applies to each hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes any casual employee engaged in a clerical position classified as C8, C10, or C11.</p> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p> <p>(3) <b>Note</b> – as at the Commencement Date there are no clerical positions in existence which will qualify for this entitlement.</p>

**Table B of Schedule 5 – Entitlements applicable to certain casual clerical employees**

No.	Entitlement Name	Entitlement	Application
24.	Sunday penalty entitlement	0.50 Leave Hours unless the employee is paid 50% Loading	<p>(1) Subject to (2) and (3), the entitlement applies to each hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) any casual employee engaged in a clerical position classified as C3 other than at pay point 1 or 2; and</li> <li>(b) any casual employee engaged in clerical position classified as C4 or C7.</li> </ul> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p> <p>(3) <b>Note</b> – as at the Commencement Date there are no clerical positions in existence which will qualify for this entitlement.</p>
25.	Sunday penalty entitlement	0.75 Leave Hours unless the employee is paid 75% Loading	<p>(1) Subject to (2), the entitlement applies to each hour worked by the applicable employee on a Sunday. For the purpose of this entitlement, "applicable employee" means and includes:</p> <ul style="list-style-type: none"> <li>(a) in respect of the positions in existence at the Commencement Date, any casual employee engaged in the Business Support Officer position at Level 1 or Level 2;</li> <li>(b) in respect of clerical positions which may be created after the Commencement Date: <ul style="list-style-type: none"> <li>(i) any casual employee engaged in a clerical position classified as C1, C2, C5, or C6; and</li> <li>(ii) any casual employee engaged in a clerical position classified as C3 other than at pay points 3 or 4.</li> </ul> </li> </ul> <p>(2) The entitlement does not apply to any hour in relation to which, independent of this entitlement, the employee is paid or credited with a penalty entitlement of equal or greater value (except for Entitlement 17 which may be combined with this entitlement).</p>

**Execution Page**

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**SIGNED** by **Dhimurru Aboriginal Corporation** in accordance with Section 99-5(1)(a) of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of other Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Name of other Director in full

The Address of the Employer and the Directors named above are as follows:

11 Arnhem Road Nhulunbuy;  
PO Box 1551 Nhulunbuy, NT 0881  
Tel: (08) 8939 2700

SIGNED ON BEHALF OF THE EMPLOYEES COVERED BY THIS AGREEMENT BY THEIR DULY APPOINTED AND AUTHORISED BARGAINING REPRESENTATIVE PAUL JOSIF

\_\_\_\_\_  
Signature of Paul Josif

The address of Paul Josif is