



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

MacDonnell Regional Council

(AG2024/4230)

MACDONNELL REGIONAL COUNCIL ENTERPRISE AGREEMENT 2024

Local government administration

COMMISSIONER WILSON

MELBOURNE, 11 DECEMBER 2024

MacDonnell Regional Council Enterprise Agreement 2024 - Approved

[1] An application has been made for approval of an enterprise agreement known as the *MacDonnell Regional Council Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by MacDonnell Regional Council (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The United Workers' Union (the UWU), which gave notice to the Commission that their members were covered by the agreement pursuant to s. 183, has chosen to not give a view on the better off over all test requirements pursuant to the Agreement. The UWU has not raised objections to the draft agreement before the Commission. Its members voted to give assent to the Agreement.

[3] The Australian Services Union (the ASU), which gave notice to the Commission that their members were covered by the agreement pursuant to s. 183, has chosen to not give a view on the better off over all test requirements pursuant to the Agreement. The ASU has not raised objections to the draft agreement before the Commission. Its members voted to give assent to the Agreement.

[4] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 June 2026.



COMMISSIONER

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WITHOUT PREJUDICE & CONFIDENTIAL



**Enterprise
Agreement 2024**

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1. Title

This agreement will be known as the MacDonnell Regional Council Enterprise Agreement 2024.

2. Date of Operation

The agreement will come into operation 7 days after the date of approval by the Fair Work Commission.

3. Nominal Expiry Date

The nominal expiry date of this agreement is **30 June 2026**.

4. Coverage and Operation of the Agreement:

4.1. This agreement covers and applies to:

- (a) MacDonnell Regional Council (“employer”)
- (b) Employees of the MacDonnell Regional Council who are employed by MacDonnell Regional Council under the classifications described in Schedule A (“employee/s”)

4.2. This Agreement does not cover or apply to the CEO or Directors who are specifically excluded from coverage of the Agreement.

4.3. This Agreement will also cover the United Workers Union (“UWU”) and the Australian Services Union (“ASU”).

4.4. This Agreement is intended to be a comprehensive agreement and is not intended to be read conjunction with the relevant modern award. For the avoidance of any doubt, the agreement applies to the exclusion of any award, order or industrial instrument that would otherwise apply to an employee during its operation.

4.5. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. Notwithstanding this, the Agreement may have terms that supplement or extend the entitlements in the NES, but any such terms of the agreement will not be detrimental to an employee compared with the NES.

4.6. Where the Agreement refers to various policies and procedures in force from time to time, to avoid any doubt, any policies referred to in this Agreement are not incorporated into, and do not form part of the terms of this Agreement.

4.7. Pursuant to clause 4.6, the employer undertakes to consult employees and where nominated by the employee, their representatives, on the introduction of new, or when making significant changes to existing policies on employment matters (excluding processes, guidance notes, work instructions and systems of work associated with such policies).

- 4.8.** The employer must ensure that copies of the Agreement and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.
- 4.9.** The parties undertake not to pursue any extra claims for the duration of this agreement, other than by the mutual agreement of all parties. Nothing in this clause is intended to be inconsistent with the Fair Work Act 2009 (Cth) or remove the ability for this Agreement to be varied in accordance with the Act.
- 4.10.** It is the intention of the parties to formally commence the process of negotiating for a replacement agreement no later than 6 months before the nominal expiry date. In the absence of a replacement agreement or the termination of this agreement, the agreement will continue to operate after the nominal expiry date in accordance with the Fair Work Act 2009.
- 4.11.** If any provision of this agreement is declared or determined to be illegal or invalid by termination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, clauses or provisions of this agreement shall not be affected, and the illegal or invalid part, clause or provision shall be deemed not to be a part of this agreement.

5. Purpose of the Agreement

5.1. Purpose

We are committed to delivering excellence to the communities and residents whom our services enhance and support to lead better lives.

We are immensely proud of the work our employees do every day to serve our community. The purpose of this Agreement is to provide greater flexibility to deliver value for our community, and to recognise the contribution and commitment of our employees.

To achieve our purpose, the parties agree to commit to a process of ongoing and continuous improvement and flexibility, and will work together to:

- (i) Improve outcomes and enhance experiences for our residents, employees, community, and council.
- (ii) Increase productivity and efficiency in our operations; and
- (iii) Create a work environment that is safe, supportive, inclusive and empowers our employees to reach their full potential.

5.2. Organisational Values

We will achieve our purpose by ensuring our actions are aligned with our values. Our values are our shared beliefs about how we treat others. Our shared values will guide us to collective success as a council.

Our values are:

- Open:** We will build strong relationships and seek feedback and input on our work
- Accountable:** Our work must be transparent and accountable to MacDonnell Regional Council Residents
- Respectful:** We will respect and support our diverse cultures and heritage
- Inclusive:** We will value and incorporate local knowledge experience and perspectives into the work we do
- Innovative:** We will seek new ideas and ways to achieve our outcomes and improve our services.

We live by these values. We support our communities, residents, and each other. We're committed to sustainability and delivering quality and valuable services to enhance our communities.

6. Definitions

Adoption means the legal transfer of guardianship of a child, relinquished by its natural parent(s), to another person.

Adult Apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

Apprentice means an employee engaged in a formal training arrangement that combines work with study for a qualification.

Award means *Local Government Industry Award 2020*.

By Agreement means an agreement or understanding where all relevant parties (e.g an employer and employee) have consented or agreed.

Casual Employee means a casual employee as defined in the Fair Work Act 2009.

CEO means the Chief Executive Officer of MacDonnell Regional Council or their delegated representative.

Consultation involves giving those consulted reasonable opportunity to express their views, so those views can be considered when making a decision to do something. In general terms, consultation is an opportunity to be given to employees to influence a decision. Consultation does not require, however, the employer to make changes to any proposal based on the feedback received; nor does it mean joint decision making.

Continuous Service means a period of unbroken service with the employer by an employee within the meaning set out in section 22 of the Fair Work Act 2009.

De facto Partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis whether the employee and the person are of the same sex or different sexes.

Defence Reservist means an employee or contractor who undertakes all types of Defence service.

EAP means the Employee Assistance Program offered by a provider contracted to or preferred by the employer.

Employer means the MacDonnell Regional Council.

Employee means all employees of the MRC who are covered by this Agreement.

Extended Family means the:

- (i) child of an employee's sibling
- (ii) child of an employee's spouse or de facto partner's sibling
- (iii) sibling of an employee's parent
- (iv) sibling of an employee's spouse or de facto partner's parent
- (v) spouse or de facto partner of the employee's child
- (i) spouse or de facto partner of the employee's spouse or de facto partner's child

First Nations Employee means a person who identifies as Aboriginal or Torres Strait Islander descent or is accepted as such within the community in which they live.

Household Member means any person who lives with the employee.

Immediate Family member means the employee's:

- (i) spouse or *de facto* partner
- (ii) child
- (iii) parent
- (iv) grandparent
- (v) grandchild
- (vi) sibling
- (vii) child, parent, grandparent, grandchild or sibling of the employee's spouse or *de facto* partner
- (viii) Also includes a person of significance or traditional kinship where there is a relationship or obligation under customs and traditions of the community or group to which the employee belongs.

- (ix) A person who is either authorised to provide foster care under applicable laws or was an approved foster carer under applicable laws for an employee when they were under 18 years of age.

Kinship Australian First Nations kinship is where there is a connection, relationship or obligation under the customs, traditions or cultures of the communities, groups or families to which the employee belongs.

Leave Without Pay means any period when an employee is on any type of approved unpaid leave.

MRC means MacDonnell Regional Council.

NES means National Employment Standards.

Ordinary Hourly Rate means the single time rate of pay appropriate to an employee's classification as per **Appendix B**, excluding any loading.

Qualifying Service means the period during which the employee served continuously with the employer. Where an employee is or was absent, other than on leave granted with pay by the employer or by action of the employer, the period of the absence does not form part of qualifying service.

Relevant classification, in subclause 12.7 *Apprentices*, means the classification of the position that the apprentice would graduate to on successful completion of the apprenticeship.

Representative means any person including a workplace delegate, officer or official of a registered union or industrial association, or any employee who is elected or nominated by an employee to represent the interests of an employee or employees at the workplace to the employer.

Spouse means a person who is legally married to the employee and lives with the employee or is still married but no longer lives with the employee.

Time off in lieu is a situation where an employee works more than their rostered hours and there is agreement with the Manager that the extra hours worked will be taken as time off in lieu (as opposed to receiving an overtime payment) with such time to be taken off work at a later time as agreed between the Manager and employee.

7. Workplace Flexibility

Preamble: The parties to this Agreement recognise the mutual benefit of ensuring that employees balance their professional and personal lives and are committed to working together in making all reasonably practical efforts to ensure this occurs. Balancing home and work life is vital for the health and wellbeing of our workforce. That is why we are so passionate about flexible working at Council. We recognise there are benefits for everyone when our dedicated team are supported to deliver critical community services while maintaining a positive work/life balance.

7.1. Individual Flexibility Agreement (IFA)

- (a) The employer and an employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this agreement if the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed.
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in sub clause 7.1(a); and

- (c) The arrangement is genuinely agreed to by the employer and employee.

- (d) The employer must ensure that the terms of the IFA:
 - (i) Are about permitted matters included under section 172 of the *Fair Work Act 2009*; an
 - (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.

- (e) The employer must ensure that the IFA be in writing, and includes the name of the employer and employee; and

- (f) 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

- (g) Include details of:
 - (i) the clauses of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the clauses;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (iv) state the day on which the arrangement commences.

- (h) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

- (i) The employer and the employee may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and the employee agree in writing – at any time.

7.2. Requests for Flexible Working Arrangements:

- (a) Employees who are eligible for a flexible working arrangement in accordance with the FW Act; and:
 - (i) Are a parent or have responsibility to care for a child of school age (within the meaning of the Act) or younger;
 - (ii) Are a carer within the meaning of the *Carer's Recognition Act 2010 (Cth)*;
 - (iii) Are a person with a disability;
 - (iv) Are 55 years old or older;
 - (v) Are pregnant;
 - (vi) Are experiencing family and domestic violence within the meaning of the Act; or
 - (vii) Provide care or support to a member of their Immediate Family or household because they are experiencing family and domestic violence
- (b) May request a change in working arrangements, including changes to hours of work, changes in patterns of work, and changes in location of work, in accordance with the Act.
- (c) The request for a change in working arrangements must be in writing and set out details of the change requested and the reasons for the change.
- (d) Before responding to a request made under the Act, the employer will discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances, having regard to:
 - (i) The needs of the employee arising from their circumstances;
 - (ii) The consequences for the employee if changes in working arrangements are not made; and
 - (iii) Any reasonable business grounds for refusing the request.
- (e) If the employer refuses the request and has not reached an agreement with the employee as per above:
 - (i) The written response must include the reasons for the refusal, including the business ground(s) for the refusal and the ground(s) that apply; and
 - (ii) Either state whether there are any changes in working arrangements that the employer can offer the employee to better accommodate their circumstances and set out those changes or, state that there are no such changes.

- (f) If the employer and employee reach an agreement on a change in working arrangements that differs from what was initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- (g) The employer may only refuse a request for a change in working arrangements on reasonable business grounds.
- (h) The employer must provide the employee with a written response to a request within 21 days.
- (i) Clause 7.2 does not limit flexible work arrangements that may be available under other clauses of this Agreement or provided by the employer in accordance with its policies and procedures.
- (j) Any Flexible Working arrangement requests must be consulted with and agreed to under this clause by the CEO.

7.3. Facilitating greater flexibility in working hours

- (a) In addition to the Individual Flexibility Arrangement in Clause 7.1 an individual employee and the employer may mutually agree to working arrangements which differ from those in this Agreement. The employer is committed to supporting employees in managing their work, personal and family needs to ensure a balance in all areas of their lives. Importantly, facilitating greater flexibility in working hours must meet the needs of both the employer and employee.
- (b) The following matters with respect to hours of work and how they operate may be varied between an employer and an individual employee:
 - (i) an employee may request to work their ordinary hours outside their normal span of hours. The hours worked on this basis will be treated as regular working hours at the ordinary time rate and the employee will not be entitled to penalty rates on those hours
 - (ii) Maximum ordinary number of hours worked in one day can be extended from 10 hours to 12 hours.
- (c) The Agreement to vary any of the above, must be upon the request of the employee and must be evidenced in writing and approved by the CEO.
- (d) An Agreement under clause 7.3 must be one that is genuinely made by the employer and individual employee without coercion or duress.

8. Dispute Resolution

- 8.1.** The parties to this Agreement recognise that lengthy disputes are not in the best interests of anyone and are committed to cooperating with each other to work together in a constructive manner to ensure that the dispute resolution procedures are carried out as quickly as is reasonably practicable. The purpose of this Dispute Resolution Clause is to allow all parties to the Agreement to have a system to discuss and resolve all matters of grievance and dispute. The parties agree to use all stages in the grievance

/ dispute resolution procedure as set out below to ensure that all issues receive prompt attention and are resolved amicably if possible, within Council.

- 8.2.** If a dispute relates to the following then this clause sets out procedures to settle the dispute:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards.
 - (c) Provided that an employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

Stages of Internal Dispute Resolution

Stage One: In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management team members and attempt to settle the dispute at that level.

Stage Two: If the issue is not resolved at Stage One, the employee and their nominated representative if requested by the employee, will meet with the relevant Senior Manager/ Leader with a human resources representative present.

Stage Three: If the matter is not resolved at Stage Two, the employee and their nominated representative if requested by the employee, will be referred to a senior human resources representative. If the matter reaches Stage Three, the Chief Executive Officer (CEO) is available to participate, and will meet with the employee and if requested, the employee's relevant nominated representative, and senior Human Resources representative. In the event that the Director attends the meeting at Stage Three, and it is deemed unnecessary that the CEO participate, the CEO will still, nonetheless, be consulted with on progress and any proposed resolution of the matter, and this consultation applies to all stages of dispute resolution under clause 8.2.

- 8.3.** Further guidance on internal industrial relations dispute resolution is set out in accordance with the employer's applicable workplace issue resolution policies and procedures.
- 8.4.** If discussions at the workplace level as provided for in clause 8.3 above, do not resolve the dispute a party to the dispute may refer the matter to Fair Work Commission. The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, it may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

- ❖ *Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision*

While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) An employee must comply with a direction given by the employer to perform other available work at the same workplace or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

9. Consultation

9.1. This clause applies if the employer:

- (a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

9.2. Major change.

For a major change referred to in subclause 9.1(a):

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Subclauses 9.3 to 9.9 apply.

9.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause if:

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

9.4. As soon as practicable after making its decision, the employer must discuss with the relevant employees:

- (a)** the introduction of the change; and
 - (b)** the effect the change is likely to have on the employees; and
 - (c)** measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 9.5.** For the purposes of the discussion provide, in writing, to the relevant employees:
 - (a)** all relevant information about the change including the nature of the change proposed; and
 - (b)** information about the expected effects of the change on the employees; and
 - (c)** any other matters likely to affect the employees.
- 9.6.** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7.** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8.** If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 9.2(a), 9.3 and 9.5 are taken not to apply.
- 9.9.** In this clause, a major change is likely to have a significant effect on employees if it results in:
 - (a)** The termination of the employment of employees
 - (b)** Major change to the composition, operation or size of the employer's workforce or in the skills required of employees; or
 - (c)** The elimination or diminution of job opportunities, including opportunities for promotion or tenure; or
 - (d)** The alteration of hours of work; or
 - (e)** The need to retrain employees; or
 - (f)** The need to locate employees to another workplace; or
 - (g)** The restructuring of jobs

- 9.10.** Change to regular roster or ordinary hours of work. For a change referred to in subclause 9.1(b):
- (a)** The employer must notify the relevant employees of the proposed change; and
 - (b)** Subclauses 9.11 to 9.16 apply.
- 9.11.** The relevant employees may appoint a representative for the purposes of the procedures in this clause If:
- (a)** A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b)** The employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 9.12.** As soon as practicable after proposing to introduce the change, the employer must:
- (a)** Discuss with the relevant employees the introduction of the change; and
 - (b)** For the purposes of the discussion provide to the relevant employees:
 - (i)** all relevant information about the change, including the nature of the change; and
 - (ii)** information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii)** information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iv)** 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).
- 9.13.** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.14.** The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.15.** In this clause: ‘relevant employees’ means the employees who may be affected by a change referred to in subclause 9.1.
- 9.16.** Where the major change impacts a majority of employees MRC will inform the Unions who are covered by this Agreement.

10. Employment Categories

10.1. Full Time Employment

- (a)** All full-time employees shall be employed to work 38 ordinary hours per week or 76 hours per fortnight excluding meal breaks.

- (b)** The rates of pay for full time employees as prescribed in Appendix B are inclusive of 38 ordinary hours per week.

10.2. Part Time Employment

- (a)** A part time employee shall mean an employee engaged to work less than 38 hours per week or 76 hours per fortnight excluding meal breaks.

- (b)** Part time employees will receive on a pro rata basis equivalent pay and conditions to those of full-time employees

- (c)** At the time of engagement, the employer and part time employee will agree in writing on the hours to be worked each week. The pattern of hours, which days of the week the employee will work and the actual start and finishing times each day will be provided in writing to the employee.

- (d)** By mutual agreement the employer and employee may vary the hours of work, and working pattern (i.e. days worked) any agreed variation must be recorded in writing including by electronic means (e.g. through an exchange of emails, text messages or other electronic means), on a temporary or ongoing basis. A variation may be made during an affected rostered shift or before the varied hours commence and may be of a temporary or permanent nature.

- (e)** A part time employee may agree to work additional hours up to 38 ordinary hours per week or 76 hours per fortnight at the ordinary hourly rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at the ordinary hourly rate.

- (f)** Where a part time employee is directed to work additional hours in excess of the original agreement and no agreement to a variation of hours is recorded in writing such hours will be considered overtime and paid at the rates prescribed in clause 14.3.

- (g)** Hours signed off on a timesheet are considered agreement in writing for the purpose of this clause.

- (h)** The employer is required to roster a part-time employee for a minimum of one hour on any shift

10.3. Casual Employment

- (a)** A Casual employee is an employee as defined by the FW Act, who is engaged as such, and is offered and accepts employment on the basis that there is no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b)** Casual employees must be engaged and paid for at least 2 consecutive hours of work on each occasion.
- (c)** Casual employees do not have guaranteed ordinary hours of work or expected hours of work.
- (d)** The services of a casual employee may be terminated by either the employee or employer by giving one hour's notice or by payment of one hour's wages in lieu of notice.
- (e)** Casual employees shall receive a 25% loading on the hourly rate of pay for all ordinary hours worked in lieu of annual leave, paid personal carers leave, payment for public holidays not worked, paid jury service under the NES, paid compassionate leave, notice of termination and redundancy provisions. Casual employees will not be entitled to these entitlements or other paid leave entitlements unless expressly provided for in this Agreement.
- (f)** Penalties, including public holiday penalties and overtime for casual employees will be calculated on the ordinary hourly rate exclusive of the casual loading.

10.4. Right to request Casual Conversion

- (a)** An employee engaged on a casual basis may request that their employment be converted to full-time or part-time employment in accordance with the NES.
- (b)** Rules around offers and requests for conversion from casual employment to full time or part time employment are provided for in the NES. Further detail of the processes associated with casual conversion will be set out in the company's applicable policies and procedures.
- (c)** Disputes about offers and requests for conversion from casual employment to full-time or part-time employment under the NES are to be dealt with under clause 8 of this agreement.

10.5. Temporary Employment

(a) Specified Task

- (i) Employees may be engaged for a specific task where the employment contract will have a specific commencement date, but the end date will be dependent on factors other than time.
- (ii) Specified task contracts will contain the details of the work to be performed and details on how and when the contract will be considered to be completed.
- (iii) Contracts will contain provisions for the termination and notice requirements for both parties.

(b) Fixed Term Appointment

Employees may be employed on a contract with a specified commencement and end dates. Fixed term appointments may be for a fixed duration of no more than 24 months (including any renewals) or longer by exception for positions linked to funding or grants that fall within the meaning of exception set out in the Fair Work Act.

(c) Fixed Term Appointments linked to specific funding and/or Grant:

Where a fixed term contract of employment is be linked to a specific grant or funding source where the end date may be variable, the employee will be advised at the time of engagement that employment will not be permanent due to funding availability.

- (i) Where the grant or funding source is withdrawn prior to the nominated termination date, staff employed in a fixed term position engaged under clause 10.6 (c) may be terminated with the notice periods as per sub clause 22.1 applying.
- (ii) No payout of the appointment period will be payable, redundancy will be payable at 50% of the entitlement calculated as per sub clause 22.5, except where MRC has been successful in negotiation with the funder for a higher percentage of redundancy payout, in which case that higher percentage will apply.

(d) Fixed-term contract employees will be entitled to all the benefits of a continuing employee i.e. leave entitlements (other than any redundancy and notice benefits outside the circumstances set out in clause 10.6 (c) (i) or where employment finishes at the end of the fixed term contract period, the employee will be ineligible for redundancy and or notice of termination payments.

(e) For the avoidance of any doubt, fixed term contract employees, provided they fulfil the eligibility requirements, are entitled to seek flexible work arrangements in accordance with clause 7.2, and unpaid and paid parental leave in accordance with clause 18.6 of this Agreement. Provided that employees on fixed term contracts will not be entitled to unpaid or paid parental leave beyond the expiry of their contract unless they are re-employed on a continuing or further fixed term employment.

- (f) The employer when offering Fixed-Term employment will, as a minimum requirement, inform the individual in writing that they are employed on Fixed-Term employment, the term of the Fixed-Term employment, the classification level, rate of pay and hours of work.

10.6. Probationary Period

- (a) All employees other than casuals will initially be employed for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.
- (b) Due to the isolation of many employees and difficulty in assessing their suitability, the probationary period will be for a period of six months, unless otherwise agreed in writing at the time of offer.
- (c) During this period the employee's contract may be terminated by providing one week's notice or payment in lieu of notice by either party.

10.7. Transfers & Travelling

The employer may require an employee to travel to another location to undertake work activities.

The employer shall pay the employee at the ordinary hourly rate of pay for all time reasonably spent travelling from the employee's work location and any other place of work as directed by the employer.

The employer will directly pay or reimburse an employee for any costs associated with fares or travel from the employee's work location and any other place of work as directed by the employer, in accordance with MRC policy, which would not be reduced unless there is a reduction in the Australian Tax Office guidelines.

11. Salary

11.1. Classification Structure

- (a) The definitions and job descriptors for Classification Levels under this Agreement are contained in **Appendix A** of this agreement.
- (b) The employer will advise employees in writing of their classification level and pay point upon commencement of employment.
- (c) An employee may be appointed to any Classification level or pay point in the classification structure where the employer deems their qualification or experience to be of an equivalent level to the relevant classification.

- (d) The classification by the employer will be determined according to the skills and knowledge required in accordance with the inherent requirements of the role the employee performs. The position description, which clearly describes the position's purpose, key functions, relationships, duties, responsibilities, activities and skills required, will be used as a basis for determining the appropriate classification of a position against the classification level descriptors.
- (e) Position descriptions will be reviewed during the performance review process in line with clause 11.2 and applicable policies and procedures.
- (f) The parties to this agreement recognise that the current classification structure set out in **Appendix A** to this agreement may no longer be suitable to the changing needs of Council, industry and the operational reality of working at MRC. There is an opportunity to modernise the classification structure and to that end, the parties agree that a review of the classification structure will be conducted during the life of the agreement, commencing within the first 12 months of the agreement being approved by the Fair Work Commission. The Classification Structure in **Appendix A** will be reviewed in accordance with **Appendix D**.

11.2. Performance and Development

- (a) The Performance and Development review process is a collaborative and constructive process that contributes to enhanced performance of Council and its dedicated workforce.
- (b) Employees are expected to actively and constructively participate in performance reviews, and professional development activities.
- (c) Matters relating to performance reviews and professional development are addressed in more detail through council policies and do not form part of and are separate to this agreement. Notwithstanding this clause, if an employee is aggrieved by the performance review process, they can raise a dispute pursuant to clause 8 of the agreement.
- (d) Performance reviews will be conducted in each calendar year and all employee's position descriptions will be reviewed against actual work undertaken in accordance with the performance and development review process.
- (e) An employee's individual Training/ Development Plan will be reviewed during the performance review process, to ensure staff are able to gain access to professional development relevant to their role.

- (f) With Director approval, following consultation with the CEO, a successful performance review of employees at salary classification levels OP1 and OP2 will be eligible to be approved to move up a salary classification level, as per the salary classification in **Appendix A**, if they have met the requirements as outlined in **Appendix C**.

11.3. Annual Increases

- (a) The Agreement provides the following collective increases to the base rate for an employee's classification set out in **Appendix A** as follows:
 - (i) **5%** effective from the first full pay period following the commencement of this agreement (**first increase**);
 - (ii) **3%** effective from 1 July 2025 and adjusted on the first full pay period immediately following 1 July 2025 (**second increase**).
- (b) The annual increases according to an employee's classification level and pay point are reflected in the pay scales included in **Appendix B**
- (c) Pay point increases of 0.75%, in addition to the annual collective increases may be recommended by a Director for approval by the CEO following the annual performance review process completed in accordance with the relevant policies and procedures.
- (d) Any pay point increases will be effective from the first pay period on or after 1 July in the year they are recommended and approved.

11.4. Pay point progression

- (a) An employee will progress through incremental steps relevant to their classification annually provided:
 - (i) Employees are entitled to progress to the next pay increment point within the classification level to which they are appointed as set out in **Appendix A** based on the completion of 12 months of continuous service at their pay point level (see pay point increment increases set out in **Appendix B**); and
 - (ii) subject to the employee having met the minimum performance requirements for pay increment progression as set out in the employer's annual performance review/ appraisal framework for assessing eligibility based on performance.
- (b) Movement within the pay point levels will cease when the employee has reached the highest increment level within the classification level of their position.

- (c) In any instance where an incremental advance is due to an eligible employee and this does not occur and it is established that the delay was not due to the actions of the employee, the employee will not be financially disadvantaged and will receive their annual increment back dated to the due date following a subsequent review.
- (d) The above provisions are in addition to the rules around pay point progression set out in the Schedules for the relevant employee stream in **Appendix A**.
- (e) All proposed pay point increases must be reviewed by People and Capabilities and approved by the relevant Director in consultation with the CEO to ensure consistent and equitable access to these increases.

11.5. Recognition of Service

An employee completing 2 or more years of continuous service with the employer are recognised for that service in line with MRC policy.

11.6. Junior Rates

Junior employees who are determined to require additional support are to be paid a salary per week expressed as a percentage of the classification determined for the position:

Age	%
Under 17 years of age	55
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age	95

11.7. Apprentices

The employer may engage apprentices to undertake their apprenticeships for positions with a relevant salary classification level TT 1.1. or higher.

- (a) The weekly minimum salary rates for apprentices are as follows:

Year of apprenticeship	% of relevant classification
1 st year	55
2 nd year	65
3 rd year	75
4 th year	90
Adult apprentice	95

- (b) An apprentice undertaking a 3 year apprenticeship will start on the minimum wage rate based on a 2nd year apprentice per subclause 11.7(a).
- (c) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight

stay, the employer will pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.

- (d)** For the purposes of subclause 11.7(c), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (e)** The amount payable by an employer under subclause 11.7(c) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or the employer has advised them in writing of the availability of such assistance.
- (f)** All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f)** An employer may meet its obligations under subclause 11.7(f) by paying any fees and/or cost of textbooks directly to the RTO.
- (g)** An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate salary to attend any training and assessment specified in, or associated with, the training contract.
- (h)** Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's salary and determining the apprentice's employment conditions.

- (i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

11.8. Supported wage system

- (a) The provisions for employees who because of the effects of a disability are eligible for a supported wage are contained in the Local Government Industry Award.
- (b) Employees engaged on a Supported Wage Scheme will also be entitled to leave entitlements as provide for under Clause 18 of the Agreement.

11.9. School-based apprentices

The provisions for school-based apprentices are contained in the Local Government Industry Award.

11.10. National training wage

- (a) The provisions for the national training wage are contained in the Local Government Industry Award.
- (b) Employees engaged under the National Training Wage will also be entitled to leave entitlements as provide for under Clause 18 of the Agreement.

11.11. Payment of Earnings

Employees shall be paid fortnightly in arrears by electronic funds transfer into the employee's nominated account.

11.12. Superannuation

- (a) The employer will make superannuation contributions in accordance with the applicable superannuation rate required by law.
- (b) These contributions will be paid to a complying superannuation fund of the employee's choice.
- (c) Employee's will have freedom of choice over the complying fund their superannuation contributions are paid to.
- (d) Where a superannuation fund has not been nominated by the employee and they don't have a stapled superannuation fund, the employer will pay their superannuation contributions into to the employer's default fund which is Australian Super.
- (e) Personal superannuation contributions may be made at the written request of the employee, with the employer matching contributions to a maximum of up to 12.5%

of the employee's base salary inclusive of the superannuation guarantee contribution.

11.13. Salary Packaging

- (a)** Employees may, by written agreement, enter into a salary packaging arrangement for agreed items.
- (b)** Any arrangement must comply with relevant taxation laws and must not result in the employer incurring fringe benefits or any other tax.

12. Hours of Work

12.1. Ordinary Working Hours

- (a)** The ordinary working hours for full time employees will be 38 hours per week or 76 hours per fortnight.
- (b)** A part time employee may agree to work up to an average of 38 hours per week or 76 hours per fortnight at the ordinary hourly rate of pay, provided the agreement is entered into in accordance with clause 10.2.
- (c)** All ordinary hours of work must be worked in accordance with the relevant span of hours as per subclause 12.2, unless agreed otherwise.
- (d)** Any variation to the way ordinary working hours are worked must be pre-approved in writing by the employees Manager and as agreed to by the employee in accordance with clause 7.
- (e)** Unless agreed in writing under clause 7.3, an employee may work up to a maximum of 10 ordinary hours on any one day /shift (excluding unpaid meal breaks).
- (f)** The maximum ordinary hours an employee can work are 38 hours per week, unless agreed otherwise by the employee and employer in under one of the arrangements set out in clause 7.
- (g)** Where an employee requests to work ordinary hours on a weekend or public holiday under clause 7.1, the employer shall not be required to apply weekend or public holiday penalty rates for the actual time worked.

12.2. Span of working hours

- (a) The Span of Working Hours shall be:**
 - (i)** Community Based Community Safety:

7.00 am – 2.00am Monday to Sunday

Employees will work ordinary hours over no more than 5 consecutive days in the above span of hours.

(ii) Community Based Youth Services:

7.00am – 10.00pm Monday to Saturday

Employees will work ordinary hours over no more than 5 consecutive days in the above span of hours.

(iii) All Other Employees:

6.00am – 6.00pm Monday to Friday

(Includes service delivery staff, Alice Springs based Youth Services, Alice Springs based Community Safety staff, Child Care, Home care, administration/customer service roles, Technical services and Corporate Services).

(b) Hours worked outside of Ordinary Working Hours but within the Span of Working Hours will be paid at ordinary time with no applicable penalty or overtime rates unless the total number of hours exceed maximum ordinary hours as per subclause 12.1 (e) or as agreed in accordance with clause 7.3 (b) (ii).

12.3. Meal Breaks

- (a)** A meal break is a 30 minute unpaid break that does not count as time worked.
- (b)** An employee will not work more than five hours without taking an unpaid meal break of at least 30 minutes.
- (c)** In the case of unforeseen circumstances, the meal break may be delayed by mutual agreement and shall be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- (d)** Where a program is running an activity outside of the normal scope of the program, with pre-approval by the relevant Director, an employee will be paid at the rate of their ordinary hours where they are required to have a meal with a client in the course of undertaking their work.

12.4. Rest Breaks

- (a)** A rest break (also known as a tea break) is a 10-minute paid break that counts as time worked.
- (b)** Employees are entitled to two paid rest breaks of 10 minutes; the first to be taken in the morning and the second to be taken in the afternoon.

- (c) The employer will schedule the breaks at times suitable to the employee and without unreasonable disruptive to the continuity of council operations.

13. Penalty Rates

13.1. Community Safety

- (a) Employees in community based Community Safety positions shall receive a 17% loading on all ordinary hours worked Monday to Friday.
- (b) Employees in community based Community Safety positions shall receive a 50% loading for all ordinary hours worked on a Saturday, a 70% loading for all ordinary hours on a Sunday.
- (c) No other penalty rates or loadings except for public holidays will be applicable.

13.2. Youth Services

- (a) Employees in community based Youth Services positions shall receive a 9.5% loading on all ordinary hours worked.
- (b) Subclause 13.4(c) will not apply to community based Youth Services positions.
- (c) No other penalty rates or loadings except for Sunday and public holidays will be applicable.

13.3. Weekday Rates

The employer and employee may agree in writing to a temporary arrangement where the employee works ordinary hours outside of their span of hours as per clause 12.2.

Employees will receive a 15% loading for all ordinary hours worked outside of their span of hours on a Monday to Friday inclusive.

Casual employees, will receive a 40% loading for all hours worked outside of their span of hours on a Monday to Friday inclusive.

For the avoidance of doubt, the following example is provided:

Employee A is categorised as "All other employees" and has a normal span of hours between 6am and 6pm as per clause 12.2(a)(iii). The employee and the employer have agreed in writing that employee A will work ordinary hours past the normal span of hours. On a Monday, the employee commences work at 4pm and finishes at 10pm. For hours worked past 6pm, the employee will be entitled to a 15% loading as per clause 13.3(b).

13.4. Weekend Rates

The employer and employee may agree in writing to a temporary arrangement where the employee works ordinary hours outside of their span of hours as per clause 12.2.

Employees, other than those covered by subclauses 13.1 and 13.2, will receive a 50 % loading for all ordinary hours worked on a Saturday.

Employees will receive a 75% loading for all ordinary hours worked on a Sunday.

Casual employees, except those involved in Youth Services, will receive a 50% loading for all ordinary hours worked on a Saturday and all casuals will receive a 75% loading for all ordinary hours worked on a Sunday.

13.5. Public Holiday Rates

Employees required to work on a public holiday shall be paid for all time worked at a rate of two and a half times the ordinary hourly rate.

14. Overtime

14.1. Application & Approval

- (a)** All overtime must be agreed to by the employer, prior to the overtime being worked by the employee.

- (b) Overtime applies when:**
 - (i) An employee works in excess of their ordinary hours as contained in subclause 12.1.

 - (ii) An employee works on days which are outside their span of hours as per subclause 12.2 excluding circumstances set out in clause 7 of the agreement.

 - (iii) An employee works in excess of the maximum ordinary hours on any day as contained in subclause 12.1 (d); excluding circumstances set out in clause 7.3 (b) (ii).

 - (iv) Where a part time employee is directed to perform additional hours above their agreed or varied ordinary hours of work.

 - (v) Outside the circumstances in clauses 14.5 (time off in lieu of overtime) and clause 14.6 (RDO's)

 - (vi) Outside the spread of hours excluding agreement to work hours outside the spread of hours at the ordinary base rate of pay in accordance with clause 7.3 (b) (i).

14.2. Reasonable Overtime

- (a)** The employer may require an employee to work reasonable overtime hours at overtime rates.
- (b)** An employee may refuse to work overtime hours if they are unreasonable.
- (c)** In determining whether overtime hours are reasonable or unreasonable for the purposes of this Agreement, the following must be considered:
 - (i) any risk to an employee's health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the employers' workplace;
 - (iv) whether the employee is entitled to receive overtime payments, incentive rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the employee's ordinary hours are averaged over a period; and
 - (x) any other relevant matter.
- (d)** This clause is subject to section 62 of the Act.

14.3. Overtime Rates

- (a)** Overtime worked in accordance with 14.1 shall attract the following overtime rates:
 - (i) overtime worked on days between Monday to Saturday shall be paid at the rate of time and a half for the first 2 hours and double time thereafter; and
 - (ii) all overtime worked on a Sunday shall be paid at the rate of double time.

14.4. Call Out

- (a)** Call out means an employee is recalled to the place of work after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before finishing work.
- (b)** Where an employee is called out to work, they shall be paid for a minimum of 3 hours at the applicable overtime rates.
- (c)** Where an employee is called out to work within the same 3-hour period, no extra payment is applicable.

- (d) Where an employee is required to work overtime for an extended period immediately before or after normal working hours, the employee shall receive applicable overtime payments only for the overtime hours worked and no minimum payment will be applicable.

14.5. Time off in lieu (TOIL)

Preamble: Employees who are not engaged as Coordinators and Managers who work overtime as contained in subclause 14.1 may elect to accrue the additional hours as time off in lieu (TOIL) rather than receiving the paid overtime rates as prescribed in subclause 14.2. It is recognised by the parties to this agreement that Flexible working arrangements can be of mutual benefit to all employees, Council, and service delivery to the community. To this end, TOIL may apply subject to the following:

- (a) By mutual agreement between the employee and employer, the employee may elect that instead of payment for overtime to have that time accrued as TOIL.
- (b) An employee (other than a casual employee) and the employer may agree in writing to the employee taking time off in lieu of payment of overtime (TOIL) at a time or times mutually agreed with the employer and employee, provided the Employer will not unreasonably refuse to agree to a request by an Employee to take time off in lieu at a specific time and that the accrual of such time off will not extend beyond a 2 month period, unless otherwise agreed.
- (c) The employer must keep a copy of the written TOIL agreement as an employee record.
- (d) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate that is an hour off for each hour of overtime worked.
- (e) TOIL must be taken:
 - (i) within a period of 2 months after the overtime is worked;
 - (ii) at a time, or times within that period of 2 months as agreed by the employee and employer;
 - (iii) TOIL may be taken as whole or part days; and
 - (iv) No more than two (2) consecutive days TOIL may be taken at any one time unless there is approval in exceptional circumstances by the employee's director/ Manager following consultation with the CEO.
- (f) Provided that if time off for overtime that has been worked is not taken within the period of 2 months the employer must pay the employee for the overtime, in the next pay period at the applicable overtime rate.
- (g) Where an agreement between the employer and employee not to take the TOIL within a period of 2 months has been agreed in exceptional circumstances, TOIL can be agreed to be taken within the next (following) 2 months provided the

employee agrees to the dates by which the accrued untaken TOIL will be taken with their Director subject to operational requirements. The Director will consult with the CEO prior to approving any such agreement under this clause.

- (h) The maximum accrual of TOIL is 38 hours (5 days).
- (i) If the employee requests at any time to be paid for TOIL not taken, the employer will pay the employee for the overtime in the next pay period following the request, at the applicable overtime rate.
- (j) If, on the termination of the employee's employment, the TOIL has not been taken, the employer will pay the employee for the overtime at the applicable overtime rate.
- (k) Where an employee elects to take TOIL for working on a public holiday, the TOIL shall accrue at the same rate applicable as the public holiday.
- (l) The employer may direct employees to take their accrued banked TOIL upon giving 14 days written notice; provided that before giving 14 days notice, the employer has genuinely tried to reach agreement with an employee about the taking of their accrued banked TOIL. Alternatively, if the TOIL is not taken as directed, or does not fall within the circumstances in clause 14.5 (g), it will be paid out in accordance with clause 14.5 (f).
- (m) The employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

14.6. RDO's and TOIL clause for Coordinators and Managers

This provision applies to employees who are at Coordinator and/or Manager level under the classification structure of the Enterprise agreement.

Definition: Coordinators and Managers typically have direct reports and have the word "Manager" or "Coordinator" in their title.

Coordinators and Managers are subject to the following arrangements regarding TOIL and RDO's:

- (a) It is acknowledged that Coordinators and Managers often work reasonable excess hours, and as compensation for any ad hoc additional hours for which time off in lieu or overtime would have accrued. Coordinators and Managers (hereafter known as "eligible employee or eligible employees" under this provision) will be entitled to receive 3.51 hours for each pay period (for 76 hours worked) which will accrue toward the taking of 1 (one) RDO per month. This entitlement must be taken within two months and amounts to an accrual of a full day 7.6 hours; namely one (1) RDO per month. RDO's in excess of this will not be accrued.

- (b) Where banked, RDO's cannot be taken, they will be paid out to an eligible employee at the appropriate rate in accordance with the employer's applicable policies and procedures.
- (c) For the avoidance of doubt, an eligible employee, may not claim any additional overtime so that they may accrue additional RDO's, or request to take any claimed overtime as time off in lieu unless such requests are pre-approved in writing by the CEO. The CEO may consider, but is not required to approve, any such claims or requests made by an eligible employee, the CEO has full discretion in relation to this matter.
- (d) An eligible employee must seek approval from the CEO in advance to work any additional hours outside those captured in the RDO arrangement.
- (e) Processes and detail relevant to the taking of the monthly RDO for eligible employees can be found in the employer's applicable policies and procedures.

14.7. Scheduling of TOIL and Rostered Days Off (RDO's)

- (a) Arrangements under clauses 14.5 and 14.6, are subject to operational requirements, and a roster that will be developed in consultation with those employees it impacts.
- (b) The scheduling of RDOs and TOIL will be determined by the relevant Manager in consultation with the work team and individual employee with the intention of balancing community services to our residents and operational efficiency with employee needs.
- (c) A disproportionate number of employees must not under either clause 14.5 or 14.6 take the same day off, reducing service capacity.
- (d) Where a scheduled a RDO or TOIL needs to be changed arrangements will be made with the affected employee to access an alternative day off.

14.8. Overtime Meal Allowance

- (a) Where the employer requires an employee to work more than 3 hours of overtime exclusive of unpaid meal breaks, the employee shall be paid a meal allowance of \$26.00.
- (b) Where the employer requires the employee to continue working for a further 4 hours of continuous overtime, the employee shall receive an additional meal allowance of \$26.00.
- (c) A meal allowance will not be payable where the employee has been notified at least 24 hours in advance of the requirement to work overtime or where a meal is provided by the employer.

14.9. Rest Period

- (a)** Length of rest period: When overtime work is necessary it will be arranged wherever reasonably practicable for employees to have at least 10 consecutive hours off duty between the work on successive days.
- (b)** Where an employee does not get a 10 hour rest:
- (i) The following conditions apply to an employee (other than a casual employee) who works so much overtime that the employee has not had at least 10 consecutive hours off duty between the end of the employee's work on one day and the start of the employee's ordinary hours of work on the next day:
 - the employee must be released from duty after that overtime is finished until the employee has had 10 consecutive hours off duty, and
 - there will be no loss of pay for ordinary hours of work which occur during this absence.
 - (ii) The following conditions apply to an employee who, on the instructions of the employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with sub clause 14.9(b):
 - the employee must be paid at double time of their minimum hourly rate until the employee is released from duty;
 - the employee is then entitled to be absent for 10 consecutive hours; and
 - there will be no loss of pay for ordinary hours of work time which occur during this absence.

(c) On-call and call-out

Clauses 14.9(a) and 14.9(b) will not apply where an employee works for less than 3 hours on-call or call-out on any one day in accordance with clauses 14.3, 16.1, and 16.2.

15. Multi-hire arrangements

15.1. Multi-hire arrangements are designed to allow employees to access supplementary employment within MRC where it might not otherwise be available.

15.2. A multi-hire arrangement is where an employee may, by separate contract of employment with MRC, work on a casual basis in a secondary position (which may have a pay level different from their primary classification) at times when they are not rostered (either as ordinary hours or overtime) to work in their primary position.

15.3. The rate of pay for a multi-hire arrangement will be the appropriate casual rate for the secondary position held.

15.4. When engaged in the secondary position:

- (i) Casual loadings apply in accordance with subclause 10.3;
- (ii) The classification of the employee's primary position will not be affected;
- (iii) The employee's leave entitlements will not be affected.

15.5. Overtime provisions for the primary position do not apply whilst an employee is engaged in the secondary position and there is no entitlement of a meal allowance due to the multi-hire arrangement.

15.6. Multi-hire arrangements are not intended to avoid paying overtime rates in an employee’s primary position. A multi-hire arrangement does not arise where the employer directs an employee to work extra duties and does not extend to work performed by the employee within the employee’s primary position.

15.7. An employee may not be engaged for more than a total of 92 hours per fortnight due to a multi-hire arrangement.

16. Allowances

16.1. ESO On Call Allowance

- (a) An Essential Services Officer (ESO) directed by the employer to be available for duty outside of the employee’s ordinary working hours shall be “on call”.
- (b) The ESO must make themselves available to be contacted and available to respond immediately to a request to attend work.
- (c) The following ESO on-call rates will apply

Day of the week	Allowance
Monday to Thursday (midnight)	\$27.17 per day
Friday – Sunday & Public Holidays	\$55.00 per day

- (d) An ESO who is required to be on call shall have written into their contract on commencement that they are not to work more than 8 weekends of on call duty in a row.
- (e) An ESO who is on call and in receipt of an “ESO on call” allowance and is called out to attend the workplace or to undertake an authorised activity shall be paid at the appropriate overtime rates or Public Holiday rates if on a Public Holiday.
- (f) Only one ESO can claim this allowance per day per community.
- (g) An employee who is on call and in receipt of an “ESO on call” allowance and has to provide a remote response of an authorised activity shall be paid the applicable overtime rates, as per clause 14, for the time actually taken in dealing with each particular matter.
- (h) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day starting from the first remote response. The total overtime

paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

16.2. On Call

(a) An employee who is employed as an Area Manager or is a Community Safety Department Team member and who is specifically directed by the CEO or their delegate to be available for duty outside of the employee's ordinary working hours shall be "on call".

(b) The employee must make themselves available to be contacted and available to respond immediately to a request to attend the workplace.

(c) The following on-call rates will apply

Day of the week	Allowance
Monday to Friday (midnight)	\$27.17 per day
Saturday, Sunday, Public Holidays	\$55.00 per day

(d) An employee who is on call and in receipt of an "on call" allowance and has to provide a remote response of an authorised activity shall be paid the applicable overtime rates, as per clause 14, for the time actually taken in dealing with each particular matter.

(e) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day starting from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

16.3. Sleepover Allowance

A sleepover is defined as a non-active period of duty where an employee is required to remain at a work location overnight as directed by the employer and throughout the overnight period, they are responsible for the continued care and supervision of other persons on the premises. The employee must be available to respond immediately and begin active duty if necessary.

(a) An employee who is required to undertake sleepover duty shall receive an allowance of \$150 per night. The allowance payable to employees will increase in accordance with annual collective salary increases designated within this agreement.

(b) Payment of the sleepover allowance shall be taken to include payment for any work undertaken during the night unless the work is greater than 1 hour in duration or there are more than 2 call outs during that night.

(c) Where work is greater than 1 hour or 2 call outs the employee will be paid at the applicable overtime rates.

(d) A sleepover duty shall not exceed 12 hours.

(e) All sleepovers must be preapproved by the employee's Director and the CEO.

16.4. Designated First Aid/ Health & Safety Representative/ Fire Warden

An employee appointed by the employer as a designated First Aider, Fire Warden and/or elected as a Health & Safety Representative to perform First Aid, Fire Warden and/or Health & Safety Representative duties will be paid an allowance of \$19.02 per week. The weekly allowance payable to employees will increase in accordance with annual collective salary increases as per subclause 11.3(a).

(a) No allowance will apply where it is a requirement of the employee's position to hold a first aid certificate.

(b) Employee's fulfilling multiple roles as per clause 15.4(a) will only be entitled to receive the allowance once.

16.5. Adverse Working Conditions Allowance

(a) Employees responsible for municipal works and trades shall be entitled to receive an allowance of \$1.05 per hour of in recognition of adverse working conditions.

(b) Adverse working conditions includes:

- working in confined or cramped spaces;
- working in wet places;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working in muddy or dirty conditions
- working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- cleaning of public toilets and animal shelters;
- operating mechanical and pneumatic equipment;
- removing or destroying dead animals;
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- collection, removal and/or disposal of non-putrescible waste;

- collection, removal and/or disposal of non-putrescible waste by mechanical means.
- fighting fires.
- working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
- engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

- (c) The positions entitled to receive payment for Adverse Working Conditions are:
- (i) Works Assistant, Works Supervisor, Works Team Leader, and, Senior Outstations Assistant
 - (ii) Mechanic
 - (iii) Grader Operator
 - (iv) Plant Operator
 - (v) Essential Services Officer

- (d) For positions listed under clause 16.5(c), hours worked under adverse working conditions must be reflected on the employee's timesheet and approved by the relevant manager, noting time actually spent in adverse working conditions.

16.6. Relocation Allowance

Where an employee is required to relocate upon commencement or during their employment at the request of the employer, a relocation allowance may be payable. This allowance will be as detailed in the employee's Letter of Offer, and in accordance with the current Recruitment and Selection Policy.

16.7. Higher Duties

- (a) Where an employee is requested in writing by their Director to temporarily perform a job at a higher classification level for a specified period, they will be paid at the minimum pay rate applicable for that higher level. For example:
- (i) an employee required to perform the duties of a position description classified at salary level OP6 will be paid at the pay rate of OP6.1.
- (b) Higher duties will be calculated based on the percentage of the duties being performed, and, the length of period the employee will be performing those duties, as per the higher duties position description.
- (c) Higher duties will not be paid on leave unless the higher duties have been performed for a consecutive period of two months or more, and the higher duties are expected to continue after the end of the period of leave and no other employee is temporarily occupying the higher level job during the employee's leave period.

- (d) An employee may be paid an equivalent percentage of the difference between the employee's normal rate of pay and the minimum rate of pay applicable for the higher level if the employee is only performing a portion of the higher level duties.

16.8. Identified Skills Shortage

- (a) An employee occupying a position identified by the CEO as being a position where there is a shortage of skilled workers available will be paid an allowance.
- (b) Any allowance provided under subclause 16.7(a) will be reviewed on an annual basis.

16.9. First Nations Interpreting Allowance

Where an employee is requested in writing by the CEO to temporarily perform interpreting or translation services for formal meetings or engagements of MRC, they will be paid at the rate of \$50.00 per hour

16.10. Remote Community Allowance

Employees who have completed 12 months of continuous service with the employer and are based in remote communities will be eligible for a remote working allowance of \$1,250 per year. This allowance, paid fortnightly, applies to community-based employees whose work location is at least 200 km by road from Alice Springs.

17. Professional Membership Fees

Where the employees' position description requires the employee to hold a professional membership of a specified body, the employee will be entitled to claim a reimbursement for the cost of that membership.

18. Leave

18.1. Annual Leave

- (a) For each completed year of service an employee shall be entitled to 6 weeks of paid annual leave.
- (b) A leave loading of 17.5% per hour shall be paid to the employee when taking annual leave.
- (c) An employee's entitlement to paid annual leave will accrue on a pro rata basis and will be credited at the end of each fortnight. Unused annual leave will accumulate from year to year.
- (d) Annual leave will not accrue during periods of unpaid leave.

- (e)** Employees will be paid any unused annual leave including leave loading on resignation or termination of employment.
- (f)** Annual leave shall be taken at a time mutually convenient to the employer and the employee; however, the employer will not unreasonably refuse a request to take annual leave.
- (g)** Where an employee has an annual leave balance in excess of 8 weeks, the employer and employee may seek to confer with the other and genuinely try to reach an agreement on how to reduce or eliminate the excessive leave accrual. If an employer has genuinely tried to reach an agreement with an employee but an agreement is not reached the employer may direct the employee to take sufficient annual leave to reduce his or her leave balance to 6 weeks. The timing of the leave should be by mutual agreement where possible; however, where not possible, the employer may determine the timing of the leave by giving the employee at least 8 weeks' notice.
- (h)** The employer may require an employee to take annual leave as part of a full or partial close down of its operations provided the employee is given at least 4 weeks' notice.
- (i)** Where an employee does not have sufficient annual leave to cover a close down period, the CEO may authorise an employee to access up to a maximum of 5 days annual leave in advance for this purpose.
- (j)** Should the employee cease employment before accruing the equivalent of the annual leave paid in advance, the balance of outstanding leave will be deducted from their final pay calculation as agreed by the employee.
- (k)** The employer and employee may agree to the employee cashing out a particular amount of the employee's accrued annual leave in any calendar year, provided that:

 - (i) The employee must put this request to the employer in writing.
 - (ii) The employer and the employee must not agree to the employee cashing out an amount of paid annual leave if the agreement would result in the employee's remaining annual leave entitlement to paid annual leave being less than 4 weeks.
 - (iii) Each agreement to cash out a particular amount of annual leave must be a separate agreement in writing.

- (iv) 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 the employee has forgone.

18.2. Travel Leave

- (a) An employee whose work location is either Docker River, Finke, Kintore or Mt Liebig and who is recruited from outside of the Central Australia region will be entitled to claim two travel days per financial year for the purpose of taking annual leave.
- (b) Travel leave can only be claimed when also taking annual leave and travelling away from the work location.
- (c) Travel leave will not accumulate from year to year.

18.3. Personal & Carers leave

(a) Personal/ carers leave entitlement

- (i) An employee shall be entitled to 12 days of paid personal/carers leave for each year of continuous service (and pro-rata for part time employees). Casual employees are entitled to 2 days unpaid personal/carers leave per each permissible occasion.
- (ii) An employee's entitlement to paid personal/carer's leave will accrue on a pro rata basis and be credited at the end of each fortnight. Unused personal/carer's leave will accumulate from year to year.
- (iii) Personal/carer's leave will not accrue on periods of unpaid leave.
- (iv) Employees shall be paid their ordinary hourly rate of pay when taking personal/carer's leave.
- (v) Personal / carers leave is not payable on resignation or termination of employment.
- (vi) Where an employee has exhausted their personal/carers leave entitlements the CEO may, at their total discretion, approve additional paid/ unpaid leave for the purpose of personal/ carers leave.

(b) Paid personal/carer's leave may be used for the following purposes:

- (i) when the employee is ill or injured and as a result is not fit for work; (including for mental health and wellbeing reasons);
- (ii) when the employee is required to provide care or support to a member of their immediate family or household who is ill or injured; and

- (iii) an unexpected emergency, serious illness or injury affecting the employee or an immediate family or household member.

(c) Personal/ carers leave Notification & Evidentiary Requirements

(i) Notification requirements

If an employee takes personal/carer's leave for the purpose of **clause 18.3 (b) (i) - (iii)** of this agreement then they will need to tell their manager by phone call that they can't attend work at least 1 hour before work commences or with as much notice that can be provided by the employee in the circumstances (where practicable) and as far as possible the nature of the absence and estimated period of absence.

(ii) Evidentiary Requirements:

For leave taken for the reasons set out in **clauses 18.3 (a) (i) - (iii)** the employee may be requested to provide the employer with a medical certificate, or as an alternative form of evidence, a statutory declaration in the event that a medical certificate cannot be easily secured, for any personal/carer's leave claimed if:

- a. The employee is absent for 2 or more consecutive days;
- b. The employee hasn't provided a medical certificate for personal/carer's leave absences which exceed a total of 5 single day absences in each anniversary year;
- c. a single day of leave occurs immediately before or after a public holiday
- d. Notwithstanding clauses 18.3 (c) (ii) (a) – (c) the employer may request an employee to provide a medical certificate/ clearance at any time in accordance with clause 23.4.

(d) Unpaid carers leave

An employee is entitled to 2 days' unpaid carer's leave if they have exhausted their entitlement to paid personal/carer's leave and their immediate family member or member of the household where:

- (i) when the employee is required to provide care or support to a member of their immediate family or household who is ill or injured; or
- (ii) unexpected emergency affecting the immediate Family member or member of the household.

18.4. Compassionate Leave (Immediate Family)

(a) Permanent employees are entitled to 2 day's paid compassionate leave in accordance with the NES, for each occasion where their Immediate Family Member or member of the household

- (i) contracts a personal illness that poses a serious threat to their life;
- (ii) sustains a personal injury that poses a serious threat to their life; or

- (iii) dies; or
- (iv) The employee, or their spouse or de facto partner has, a Stillborn Child; or
- (v) The employee, or their spouse or de facto partner has, a Miscarriage.

(b) Employees shall also be entitled to an additional 3 paid days leave per financial year (non-cumulative) for the purpose of compassionate leave, approved by the relevant Director in consultation with the CEO.

(c) Casuals will receive unpaid compassionate leave for the purposes of this clause.

(d) Compassionate leave may be taken as part days.

(e) Employees must notify the employer as soon as possible of their need to take compassionate leave, including the expected date of return to work.

(f) Employees must if requested by the employer provide reasonable evidence of the need for compassionate leave.

(g) Employees may request additional unpaid leave for the purpose of compassionate leave.

18.5. Cultural & Ceremonial Leave

(a) The employer recognises and values the cultural diversity and contribution of all employees. This entitlement ensures that employees can take time off to observe days or events of personal, cultural, ceremonial and/or religious significance. An employee who is required by their cultural, religious and/or ethnic backgrounds to participate in significant cultural, ceremonial and/or religious obligations will be provided reasonable opportunity to do so by the employer under the provisions set out within this clause. In order to fulfil family, cultural and community obligations, the employer will support *all* employees by providing the leave entitlements set out in this clause to assist them to meet these obligations.

(b) Ceremonial and Cultural Leave for Aboriginal and Torres Strait Islander Employees

(i) It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations. The Employer recognises that for many Aboriginal and Torres Strait Islander peoples, responsibilities to family, community and culture is pivotal to upholding a strong sense of cultural identity and integrity.

(ii) Cultural & Ceremonial leave is granted where an employee is required to attend and participate in cultural duties or a ceremony because of their traditional and cultural position in the community, and their traditional ties to the ceremony.

For the purpose of attending cultural activities and events; or for ceremonial or significant activities associated with an employee's culture, ethnicity or religion.

(iii) Cultural duties and ceremonial obligations may include, but are not limited to the following:

- a. caring responsibilities family and kinship ties;
- b. cultural and ceremonial obligations;
- c. key dates of significance and cultural events (i.e NAIDOC Week Celebrations, Sorry Day, National Reconciliation Week);
- d. participation in Indigenous advisory councils and boards; and
- e. sorry business (bereavement leave)
- f. birthing and naming ceremonies
- g. smoking or cleansing ceremonies
- h. Sacred site or land ceremonies
- i. Land rights and native title

(iv) In order to fulfil family, cultural and community obligations, the employer will support employees by providing them the leave entitlement set out in clause 18.5 (d) to assist them to meet these obligations.

(c) Cultural & Religious Obligations Leave

(i) The employer recognises the importance of cultural and religious obligations, and will support employees to take part in significant activities associated with their culture, ethnicity or religion; including instances where an employee wishes to observe a recognised cultural or religious holiday and/or obligation, which is not already an observed public holiday

(ii) In order to fulfil, cultural and religious obligations, the employer will support employees by providing the leave entitlements set out in this clause 18.5 (d) to assist them to meet these obligations.

(d) Entitlement

(i) Employees will be entitled to up to ten (10) days paid ceremonial/cultural (18.5.3) or cultural and religious obligations leave (18.5.2) ("collectively cultural leave") per year.

(ii) Cultural leave will be cumulative one day per completed month of service to a maximum of 10 days per annum.

- (iii) Part-time employees will be entitled to paid cultural leave on a pro-rata basis in accordance with their agreed hours of work.
- (iv) Cultural leave will not accrue from year to year and will not be paid out on termination.
- (v) Employees will not have access to paid cultural leave until they have completed a minimum of 3 months service; if an employee applied for cultural leave during their first 3 months of employment they may be granted unpaid leave for this purpose.
- (vi) Cultural leave is in addition to leave granted under the compassionate leave provisions.
- (vii) If Cultural leave has been exhausted an employee may extend their leave using other entitlements such as annual leave or personal/carers leave or other forms of accrued leave in accordance with employer Policies and procedures upon approval of their Director in consultation with the CEO.

(e) Notification

- (i) Employees are required to provide two (2) weeks' notice prior to the commencement of the leave requested under either clause 18.5 (b) or 18.5 (c) in accordance with clause 18.5 (d).
- (ii) In particular circumstances, where a ceremony has been initiated at short notice, employees are required to advise their manager prior to being absent from work.
- (iii) Where practicable, Cultural leave is also subject to the provisions of reasonable evidence as to the nature of the activity the staff member is obliged to attend associated with their particular religious faith or culture as evidence for approval of the Cultural Leave.

(f) Cultural and Religious Holidays

- (i) The employer recognises the importance of cultural and religious holidays and obligations and will support employees to take part in significant activities associated with their culture, ethnicity or religion.
- (ii) Where an employee wishes to observe a recognised cultural or religious holiday and/or obligation, which is not already an observed public holiday, the employee and employer may agree to a flexible work arrangement under this

agreement, or TOIL arrangement in accordance with clause 15.4 or apply for accrued annual leave in accordance with clause 18.1.

(iii) Alternatively, an employee and employer may agree to substitute a public holiday with an alternative day or part day via CEO approval in accordance with clause 19.6 of this Agreement.

(iv) All TOIL arrangements for Cultural and Religious holidays must be approved in advance as per clause 15.4.

18.6. Parental leave

(a) Parental leave is provided for in the NES. Parental leave is available to:

(i) full time and part time employees (and eligible fixed term contract employees (see eligibility requirements for fixed term contract employees set out in 10.5 (e)) and eligible casual employees) who have completed at least 12 months continuous service with the employer. Detailed provisions around Parental Leave entitlements can be found in the employer's relevant leave policies and procedures.

(ii) For the purposes of the provisions set out in clause 18.6 with the exception of clause 18.6 (e) "Employer Parental Leave Pay" an eligible casual employee is an employee who has worked on a regular and systematic basis for at least 12 months with the employer and has a reasonable expectation of continuing employment on a regular and systematic basis if not for the birth or adoption of a child.

(b) Unpaid Parental Leave

Unpaid Parental Leave is available in accordance with the NES to eligible employees up to a period of 12 months. Unpaid Parental Leave can be extended up to 24 months, subject to approval by the employer. An employee's request to extend their Unpaid Parental Leave for an additional 12 months must be in writing and given to the employer at least 4 weeks before the end of the first 12 month leave period.

(c) Flexible Unpaid Parental Leave

Eligible employees can take up to 100 days of their unpaid parental leave flexibly at any time within 24 months of a child's birth or adoption. Flexible unpaid parental leave can be taken as:

- (i) A single continuous period of one day or longer;
- (ii) Separate periods of one day or longer each.

(d) Government Parental Leave Pay

- (i) Eligible employees may be entitled to Government Parental Leave Pay. Under the current scheme, employees may be entitled to a shared entitlement of 22 weeks' pay or 110 days (as at 1 July 2024). The total Parental Leave Pay available to families will increase to 26 weeks by 2026, or such other amount as prescribed by the relevant legislation amended from time to time or in successor legislation. Eligible employees can access the employer's parental leave pay entitlement in clause 18.6 (e) and the Government Parental leave Pay entitlement.

(e) Employer Parental Leave Pay

- (i) Employer Parental Leave Pay is for eligible employees to prepare and recover from childbirth, or to bond with a newly born child, or child placed through surrogacy, or a newly placed child for the purpose of adoption.

(ii) Eligible employees are entitled to receive either:

- a. **8 weeks** of Employer Parental Leave Pay at the base rate of pay for ordinary hours of work if the employee is the primary care giver; or
- b. **2 weeks** of Employer Parental Leave Pay at the base rate of pay for ordinary hours of work if the employee is a non-primary caregiver.

(iii) Employer parental leave pay does not accumulate from year to year, cannot be cashed out and is not paid out on termination.

(iv) Casual employees are not eligible for Employer Parental Leave Pay.

(v) Employees may elect to take twice the period of leave at half pay.

(vi) Employer Parental Leave Pay is in addition to any Government paid parental leave scheme the employee may be entitled to.

(vii) For the purposes of Employer Parental Leave Pay:

Primary caregiver means a person who is the birth parent or the first adoptive parent or the primary carer of a newborn or newly adopted child or child placed through surrogacy who submits a statutory declaration form to show that they are the primary caregiver for the child; and

Non-primary caregiver means a person who has responsibility for a newborn or newly adopted child placed through surrogacy but is not the primary caregiver.

18.7. Study Leave

- (a) The employer recognises the importance of supporting training and development opportunities for all employees. In pursuit of this, MRC will promote the

identification of individual training opportunities through the annual performance review process.

- (b) Employees may apply for reasonable study leave to undertake formal training and professional development which is relevant to the employee's position at MRC and will provide mutual benefits for the employer and the employee.
- (c) Requests for study leave where the employee is not required to travel outside of the MRC area are at the discretion of the Director. All requests for study leave where the employee is required to travel out of the MRC area will be assessed by the CEO.
- (d) The CEO may grant up to 2 hours of paid study leave per week or up to a maximum of 15 days per annum (pro-rated) for time spent completing studies, attending courses and conferences or preparing for and sitting exams. The amount of study leave granted will be determined on the course load being undertaken.
- (e) Financial support may also be offered at the discretion of the CEO. Failure to complete the course whilst employed with MRC may result in MRC seeking reimbursement of funding.
- (f) All applications for study leave must be made using the relevant form and approved in advance of any leave or financial support being provided. No leave or financial support will be provided in advance.
- (g) MRC may request evidence of satisfactory course completion and will track course progress as part of the annual review process.

18.8. Long Service Leave

- (a) Employees (including casual employees) will be entitled to long service leave in accordance with the *Northern Territory Long Service Leave Act*.
- (b) Notwithstanding the provisions of the *Northern Territory Long Service Leave Act*, employees will be entitled to be paid pro rata long service leave entitlements where the employee resigns or is terminated and has completed 7 years' continuous qualifying service.

18.9. Emergency Management Leave

- (a) An employee who engages in an eligible community service activity may access up to 5 days paid leave per annum for the purpose of engaging in a voluntary emergency management activity within the MRC area, as defined in the NES.

- (b) Employees must be able to provide sufficient evidence that they are members of the emergency service and of their involvement in a voluntary emergency management activity.
- (c) Nothing in this clause prevents an employee claiming unpaid leave for the purposes prescribed under the NES in relation to voluntary emergency management activities.

18.10. Defence Reservist Leave

- (a) Defence Reservists are protected from discrimination, disadvantage or dismissal for reasons associated with their Defence service.
- (b) New employees who are members of the Defence Reservists are required to inform the employer they are volunteer Defence Reservists.
- (c) An employee absent on Defence Service including training may apply for unpaid leave or by mutual agreement annual or long service leave.

18.11. Jury Service Leave

- (a) An employee shall notify the employer as soon as possible of the dates on which they are required to attend jury service.
- (b) An employee required to attend jury service during the employee's ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount the employee receives for their attendance at jury service and the employee's normal wage for all time spent in attendance.
- (c) The employee shall give the employer proof of the duration of attendance and the amount received in respect of such service.

18.12. Family, Domestic & Sexual Violence Leave

(a) Family, domestic and sexual violence leave

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that experience family, domestic and sexual violence. A casual employee will be entitled to this the provisions of this clause, however, they will not be entitled to any payment while accessing leave.

(b) Definitions

family, domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

Sexual violence covers a wide range of behaviours perpetrated against adults, including but not limited to:

- (i) sexual harassment;
- (ii) stalking;
- (iii) forced or deceptive sexual exploitation (such as having images taken and/or distributed without freely given consent);
- (v) indecent assault; and
- (vi) rape.

While sexual violence can overlap with, and be a feature of, family and domestic violence, the dynamics of sexual violence incidents can be very different and occur in the context of a wider range of relationships between perpetrators and victims (e.g. where the victim and perpetrator are not known to one another).

(c) Entitlement to paid leave

Full time, part time, and casual employees are entitled to 10 days' paid leave to deal with family, domestic and sexual violence, as follows:

- (i) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (ii) the leave does not accumulate from year to year; and
- (iii) For the avoidance of any doubt, the payment is available in full to part-time and casual employees.
- (iv) A period of leave to deal with family, domestic and sexual violence may be less than a day by agreement between the employee and the employer.
- (v) The employer and employee may agree that the employee may take more than 10 days' paid leave to deal with family and domestic violence. This decision will be completely at the discretion of the CEO.

(d) Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- (i) is experiencing family, domestic and sexual violence; and
- (ii) needs to do something to deal with the impact of the family, domestic and sexual violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include but not limited to: making arrangements for their safety or the safety of a family member (including relocation), seeking legal advice, attending urgent court hearings, or accessing police services.

(e) Notice and evidence requirements

An employee must give their employer notice of the taking of leave by the employee under this clause.

- (i) **The notice:** must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.
- (ii) **Evidence:** An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified above.

Note: Depending on the circumstances, such evidence may include a document issued by the police service, a court or a family violence support service, sexual violence support service or a statutory declaration.

(f) Applications for leave will be dealt with confidentially and sensitively.

Evidence to support an application may be requested, will only be sighted once and no copies will be made or recorded.

(g) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 18.12(e) is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family, domestic and sexual violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

(h) Compliance

An employee is not entitled to take leave under clause 18.13 (c) unless the employee complies with clause 18.3 (e) or as approved by the CEO.

(i) Safety

Reasonable adjustments will be considered to ensure the individual's safety in the workplace (e.g. different work locations, removal of phone listing or changes to work email addresses).

18.13. Unpaid Leave

- (a)** Employees may apply for unpaid leave (Leave without Pay) where all other applicable leave types have been exhausted.

- (b) Approval of unpaid leave will be at the discretion of the employee's Director provided they have consulted with the CEO prior to any approval of such.

19. Public Holidays

19.1. Public holiday has the meaning prescribed in section 115 of the FW Act includes any gazetted, statutory, declared or proclaimed public holiday in the as per the *Northern Territory Public Holidays Act, which usually are:*

- New Years Day
- Australia Day
- ANZAC Day
- Good Friday
- Easter Saturday
- Easter Monday
- May Day
- King's Birthday
- Picnic Day
- Christmas Day
- Boxing Day
- Any other public holidays gazetted for the region and Northern Territory.

In addition to the above:

- A day nominated by the CEO to celebrate N.A.I.D.O.C week will be treated as a public holiday.

19.2. An employee who would ordinarily have worked on the day on which a public holiday falls and is not required to attend work, will be paid their ordinary hours for that day.

19.3. Where an employee is required to work on the observed public holiday they shall be paid at the rate of double time and a half for the actual hours worked.

19.4. An employee who works on an observed and actual public holiday will be paid the penalty rate for working the observed public holiday, not both.

19.5. Where an employee's ordinary hours of work do not include the day on which a public holiday occurs, the employer and employee may agree to substitute the public holiday with another day in accordance with MRC policy.

19.6. An employer and employee may agree to substitute a public holiday with an alternative day or part day via CEO approval.

20. Unauthorised absences

- 20.1.** Unauthorised absences are times away from work without the employer’s approval. This is also known as unauthorised unpaid leave. Unauthorised absence includes things like taking time off work without the employer’s permission. Unauthorised absences don’t count as service.
- 20.2.** Where an employee is absent from work for any part of a normal working day without prior approval and has not made contact with their immediate manager or supervisor to advise them of the reason, the absence may be considered to be unauthorised.
- 20.3.** The employee will be offered the opportunity to establish the reason for the absence; however, if the employee has not established to the satisfaction of the employer a reasonable cause for the absence then it will be recorded as an unauthorised absence and that day’s pay will be forfeited.
- 20.4.** Where the employer is satisfied with the reason for the absence, the employee will be required to apply for appropriate leave to cover the period of absence.
- 20.5.** If an employee has 3 recorded instances or 5 consecutive days or more of unauthorised absences within a 12 month period, it will result in disciplinary action up to and including termination of employment.
- 20.6.** Where an employee has an unauthorised absence they will be considered to be on unapproved leave for the period of that absence.

21. Person Protective Equipment (PPE) and Uniforms

Any employer provided PPE or uniform must be worn as directed by the employer or prescribed by MRC policy.

22. End of Employment

22.1. Notice Periods

- (a) Subject to subclause 22.3, the employer may end the employment of the employee by giving them notice. The employee may resign from employment by giving notice to the employer. Subject to clause 22.1(c), the amount of notice required to be given by the employer and employee is based on the period of continuous employment as follows:

Period of Continuous Service	Period of Notice
Up to 1 years	At least 1 weeks
Over 1 years and up to 3 years	At least 2 weeks
Over 3 years and up to 5 years	At least 3 weeks

Over 5 years	At least 4 weeks

- (b) For the purposes of the employer ending employment, this period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the employer. There is no requirement for the employee to give additional notice based on the age of the employee.
- (c) During a probationary period either the employer or employee may terminate the employment relationship by the giving of 1 weeks' notice.
- (d) Subject to subclause 22.3, the employer may elect to pay the employee in lieu of notice of at least the amount the employee would have been entitled to under subclause 22.1 (a) and (b).

22.2. Resignation

- (a) Employees are required to provide the employer with notice of their resignation.
- (b) If an employee who is at least 18 years old fails to provide the required period of notice to resign and the employer has not agreed to a shorter period of notice, the employer may deduct 1 week's pay from the employee's final pay but not more than that provided such deduction is not unreasonable in the circumstances.
- (c) The employer may not require an employee to work the full notice period and may elect to pay the employee in lieu of all or part of the notice period.
- (d) The employer and employee may agree to a shorter period of notice for the purpose of this clause in exceptional circumstances.
- (e) Any outstanding debts that an employee may have to MRC may be recouped from the employee's termination pay.

22.3. Serious Misconduct

- (a) The employer may end the employment of an employee without notice if the employee's conduct causes serious and imminent risk to the health and safety of another person or to the reputation or cost of the employer's business, or deliberately behaves in a way that is inconsistent with continuing their employment.
- (b) The type of conduct by an employee that may allow the employer to end their employment without notice, after investigation of the circumstances, includes but is not limited to:
 - (i) being under the influence of alcohol or illegal substances while at work; or

- (ii) being in possession of alcohol or illegal substances in a prescribed area, including employer provided accommodation; or
- (iii) theft, fraud, assault, threatening or other criminal behaviour; or
- (iv) refusing to carry out a lawful and reasonable instruction; or
- (v) disregarding or not carrying out work health and safety obligations; or
- (vi) conducting self in a manner inconsistent with the duties and responsibilities of the position held by the employee; or
- (vii) behaving in a manner liable to bring the employer into disrepute

22.4. Suspension and Stand Down

Without limiting its right to suspend or stand down employees at law, the employer reserves the right to suspend with or without pay or terminate the employment of an Employee if at any time:

- (i) they do not hold a current and valid clearance, certificate, licence or qualification required for their position;
- (ii) they are not fit to perform the inherent requirements of their role;
- (iii) they lose their right to access a customer, resident or community site, or to any accommodation provided to the employee;
- (iv) The employer commences an investigation into the Employee's performance or conduct.

22.5. Redundancy

(a) If a full time or part time employee's (permanent employee) employment is terminated by reason of redundancy, unless excluded and ineligible by circumstances subject to the subclause 22.5 (f) below, they will be entitled to pay in accordance with the entitlements as follows:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 year	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

(b) Redundancy pay is paid at the base rate of pay for ordinary hours of work (or minimum guaranteed ordinary hours of work) for a part-time employee.

(c) For the avoidance of doubt, the redundancy payment in **clause 22.5 (a)** is in addition to any notice of termination to which a Redundant Employee is entitled under clause **22.1**.

(d) Pay out of annual leave and annual leave loading

(e) Pay out of any pro rata long service leave pursuant to the relevant long service leave legislation.

(f) Redundancy is not Payable where:

- (i) An employee has less than one year's continuous service with the employer; or
- (ii) the employee is summarily dismissed for serious and wilful misconduct; or
- (iii) the employee is engaged for a specific period or task(s) (provided they are engaged on no more than one fixed term contract); or
- (iv) the Employee is a casual employee; or
- (v) in circumstances where redundancy pay would not be payable pursuant to s 119 because of the operation of s 122(3) of the Act; or where subsection 22(5) of the Act applies to a transfer of employment in relation an employee, the employee is not entitled to redundancy pay in relation to the termination of their employment with the first employer (s 22(5) provides that the Employee's service with the first employer counts as service with the second employer); or
- (vi) Suitable alternative employment; the provisions of this clause are not applicable where the employer arranges for the employee to be offered alternative employment, either within the employer or with another employer, in circumstances where the offer of employment is such that:
 - the terms and conditions of the offered employment are on balance substantially similar and no less favourable than the employee's present terms and conditions of employment; and
 - in the event of a new employer, the employee's period of continuous service with the previous employer will be recognised as continuous service with the new employer.

(g) Job Search Entitlement:

- (i) This time off will be taken at times agreed between the employer and the permanent employee.
- (ii) The employee is entitled to take up to one paid day off per week for the duration of their notice period for the purposes of seeking other employment (for example, attending an interview for proposed employment).

23. Safety & Wellbeing

23.1. Our Commitment

We are committed to the safety (physical and psychological) of our employees, customers, visitors and residents. We all want to go home safe, physically and mentally every day, our families and friends depend on it.

23.2. The Right to Disconnect

- (a) An employee has the right to connect or disconnect from work outside of their normal working hours or during periods of approved absence.
- (b) Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact from:
- (i) Their employer outside the employee's normal working hours;
 - (ii) A third party if the contact or attempted contact relates to their work and is outside the employee's working hours.
 - (iii) The employer must not directly or indirectly prevent an employee from exercising their right to disconnect under this clause.
- (c) For the avoidance of doubt, the above clause 23.2 (b) does not prevent an employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside the employee's working hours where:
- The employee is being paid the applicable on-call allowance under clause 16 of this Agreement
 - The employer's contact is to notify the employee they are required to attend or perform work or give other notice about the on-call
 - The employers contact is to notify the employee of a recall to work under clause 14.4 of this Agreement.
 - An employee is required to perform reasonable additional hours or overtime in accordance with the terms of this agreement.
- (d) Reasonableness for an employee's refusal to contact will depend on an assessment of a range of matters, including, but not limited to, the following:
- (i) How the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee.
 - (ii) The extent to which the employee is compensated:
 - for working additional hours outside of the employee's ordinary hours of work.
 - To remain available to perform work during the period in which contact or attempted contact is made
 - (iii) The nature of the employee's role and level of responsibility.
 - (iv) The employee's personal circumstances (including family or caring responsibilities).
- (e) Any disputes related to clause 23.2 will be dealt with in accordance with clause 8 of this Agreement.

23.3. Employee Assistance Program (EAP)

The employer will support employees in accessing an EAP to provide employees an opportunity to talk confidentially with a trained counsellor for support and strategies to manage personal or work-related issues.

23.4. Fitness for Work

- (a) The employer may direct an employee to either not attend, or to leave the workplace, where there is a reasonable concern about an employee's health and wellbeing or fitness for work, to the extent that the employee's presence or continued presence at work constitutes an imminent risk of harm or injury to themselves or others or may seriously disrupt Council Operations. In the circumstances set out above, an employee will be paid for the day they are directed not to attend or leave the workplace. Subsequent days absent will be in accordance with the applicable paid or unpaid Personal Leave provisions of this provision.
- (b) The employer may require the employee to provide a statement from their treating medical practitioner(s) containing the opinion of the treating medical practitioner(s) or medical clearance as to the capacity of the employee to return to work, prior to the employee being permitted to return to work in circumstances where there are genuine and reasonable concerns about the Employee's health and wellbeing and ability to return to resume their duties safely. In such circumstances all days absent (with the exception of the day the employer initially directed the employee to not attend or leave the workplace) will be in accordance with the applicable paid or unpaid personal/carers provisions.

24. Close Down periods

Notwithstanding section 88 of the Act and clause 18.1 (g) of this Agreement, the employer may close down its business or part/s of its business for any purpose, including allowing Employees to take leave, in accordance with the below provisions;

- (a) The Employer shall provide a minimum of 4 weeks' notice of the intended closure, or less if by agreement between the employer and the majority of employees;
- (b) the notice of intended closure must be provided in writing and posted on the notice-board/s detailing the close down period and part/s of the business affected as applicable.
- (c) close downs shall not exceed 4 weeks in any 12-month period.
- (d) The employer may only close down the business or part/s of the business a maximum of 3 separate occasions in any 12-month period provided that one of the periods is a period of at least 14 days including non-working days.

Note: For clarification the close down period can be spread over different consecutive weekly periods incorporating non-workdays. For example a 7 day close down can be configured as follows; commencing on a Thursday and up to and including the following Wednesday.

- (e) in the event that an employee does not have adequate annual leave entitlements accrued to cover all or part of the closure period, the Employee:

- (i) will be permitted to use long service leave entitlements; but
 - (ii) will otherwise be required to take leave without pay.
 - (iii) Except for the provisions in clause 18.1 (g) of this Agreement an employee is not required to utilise annual leave in the event of a close down but can elect to take unpaid leave during this time.
 - (iv) In accordance with clause 18.1 (g) (i) of this agreement, alternatively, where an employee does not have sufficient annual leave to cover a close down period, the CEO may at their discretion authorise an employee to access up to a maximum of 5 days annual leave in advance for this purpose.
 - (v) Where only a part or parts of the business closes down, any employee who does not have adequate leave accrued will be given first preference for any available work in the part/s of the business which remain open and for which, in the Employer's reasonable opinion, the employee is reasonably suited to perform the work.
- (f)** Any leave (whether paid or unpaid) taken by an employee as a result of a close down pursuant to this clause counts as continuous service by the employee with the employer for all purposes.
- (g) End of Year shut Down:** The Employer shuts down between Christmas and the New year. In addition to public holidays, all employees, except for those who are engaged in roles conducting essential and/or emergency services for the employer or are engaged as casual employees, can take:
- (i) Up to 3 days of annual leave without deduction from their annual leave balance during the end of year shut down period in 2024.
 - (ii) Provided that, any future granting of the 3 days annual leave payment beyond the CEO's commitment to the 2024 end of year shut down period, is a decision that will be completely at the CEO's discretion.
 - (iii) The 2024 end of year shut down 3 day annual leave payment does not accrue and cannot be taken at any other time of the year.

25. Workplace Delegates

25.1. The employer respects the principles of freedom of association and recognises that it is every employee's right to freely decide whether to join and be represented by a union in workplace matters.

25.2. Workplace Delegates Rights

(a) Rights and Responsibilities of Workplace Delegates

- (i)** For the purposes of this clause, "Workplace Delegate" means an employee who is elected or appointed to represent union members in their workplace.

- (ii) The employer will be notified in writing of a person's appointment as a workplace delegate as soon as practicable after the person is appointed and before the workplace delegate exercises any rights, responsibilities and entitlements as set out in this clause
- (iii) An employee who ceases to be a workplace delegate must give written notice to the employer as soon as possible.
- (iv) Workplace delegates must fulfill their duties and obligations as an employee of the employer, this includes adhering to the Code of Conduct, and applicable policies and procedures, following reasonable lawful direction from the employer, and behaving in accordance with the employer's values in the conduct of their duties as a workplace delegate.

(b) Right of Representation

- (i) A workplace delegate may represent the industrial interests of eligible employees in matters including, but not limited to:
 - a. Consultation about major workplace change;
 - b. Consultation about changes to rosters or hours of work;
 - c. Resolution of individual or collective grievances or disputes
 - d. Performance management and disciplinary processes
 - e. Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining and
 - f. Any process or procedure in which the employees are entitled to be represented and which concerns their industrial interests.

(c) Entitlement to reasonable communication

- (i) A workplace delegate may communicate with eligible employees for the purposes of representing the industrial interests of employees under clause 25.2 (b). This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (ii) A workplace delegate may communicate with employees subject to operational requirements during normal working hours or work breaks. Provided that the employer will not unreasonably refuse paid time away from duty. Workplace delegates will consult with their immediate manager as early as predictable when they are seeking paid time away from duty.

(d) Reasonable access to Employers facilities:

- (i) For the purposes of carrying out their role, a workplace delegate will be given reasonable access to employer facilities subject to the relevant policies and procedures and provided that the use of those facilities does not unreasonably inconvenience workplace operations. The employer will give effect to this clause

by providing a workplace delegate with access to use of the following workplace facilities:

- a. A room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees
- b. A physical or electronic notice board
- c. A lockable filing cabinet or other secure document storage area and
- d. Office facilities and equipment, including printers, scanners and photocopiers

(ii) Provided that the employer is not required to provide access or use to a workplace facility under clause 25.2(d)(i) if:

- a. The workplace does not have the facility or the employer does not have access to the facility and is unable to obtain access after taking reasonable steps.
- b. Due to operational requirements it is impracticable to provide access to or use of the facilities requested at the time or in the manner sought.

(e) Reasonable access to Training

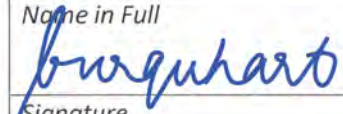
- (i)** Subject to operational requirements, the employer will provide workplace delegates with access up to 5 paid days per calendar year to attend training to support the workplace delegate in the execution of their role or to attend union forums. This training is paid at the employee's ordinary hourly rate excluding any shift loadings or penalty rates. The 5 days' workplace delegates training does not accrue from year to year.
- (ii)** Except where this Agreement specifies otherwise, the employer is not obliged to fund travel undertaken by a workplace delegate
- (iii)** The workplace delegate is required to provide the employer with as much notice as is reasonably practicable about the days on which the training is scheduled and no less than 4 weeks' notice unless a shorter amount of notice is agreed between the employer and the workplace delegate.
- (iv)** The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.
- (v)** The employer will advise the workplace delegate as soon as practicable whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval will not be unreasonably withheld by the employer.


26. Residential Rental Assistance

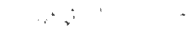
The employer recognises the high cost and limited supply of residential housing accommodation given the remoteness of the region. To assist employees with meeting the high costs of such housing, the employer will waive the applicable rental payment of \$50.00 where an employee resides in community housing provided by and operated by the employer.

Signatories to Agreement

This Enterprise Agreement has been made under the Fair Work Act 2009, between parties:

MacDonnell Regional Council:	
Belinda Urquhart	Chief Executive Officer
<i>Name in Full</i>	<i>Position</i>
	21/10/24
<i>Signature</i>	<i>Date</i>
MacDonnell Regional Council Building, 2/1 Bagot Street, The Gap 0870	
<i>Address</i>	

Employee Bargaining Representative:	
John Chisholm	Coordinator, Learning & Development
<i>Name in Full</i>	<i>Position</i>
	21/10/24
<i>Signature</i>	<i>Date</i>
MacDonnell Regional Council Building, 2/1 Bagot Street, The Gap 0870	
<i>Address</i>	

United Workers Union (UWU) – Bargaining Representative:	
Lyndal Ryan	Director
<i>Name in Full</i>	<i>Position</i>
	18/10/2024
<i>Signature</i>	<i>Date</i>
833 Bourke St, Docklands VIC 3008	
<i>Address</i>	

Australian Services Union (ASU) – Bargaining Representative:	
Abbie Spencer	Secretary - SA + NT Branch
<i>Name in Full</i>	<i>Position</i>
	21/10/2024
<i>Signature</i>	<i>Date</i>
41 King William Road, Unley SA 5061	
<i>Address</i>	

Appendix A – Classification Structure

The aim of the classification structure is to be clear, consistent, equitable and transparent with classification descriptions clearly defined.

Classification Framework & Principles

- Positions are classified based on the duties; skills & knowledge required to perform the role as per the Position Description. PDs must be specific and accurately reflect the requirements of the role.
- Personal attributes or performance of an incumbent will not influence the position classification. The classification will be based on the level of work to be performed not the individual qualities of the employee who may be performing the role
- Classification of a position will be based on the balance of work tasks regularly performed. The mix of duties can include a range that will be higher and/or lower than the classification level. No single task should determine the level; it should be allocated on the balance of regular duties performed in the whole job role.
- Work volume should not impact on the position classification, the appropriate classification is determined on the basis of complexity of duties and skills required to perform tasks, workload should not determine the classification but rather the number of employees needed to perform the duties.
- Classification and remuneration are related but will be assessed independently. Remuneration will not be a consideration at the time of classifying a position.

For the purposes of the classification structure:

Experience shall mean a minimum of 6 months

Considerable experience shall mean greater than 2 years

Extensive experience will mean greater than 5 years

Band Descriptions:

Operational – Duties are primarily related to operational support or direct delivery of a service. Specific formal qualifications are not essential however positions may require a level of knowledge or skills which can be gained through on the job experience and training.

Technical – Positions which are required by MRC to meet a tertiary level educational requirement or positions where the duties require the application of skills or knowledge from a relevant discipline which cannot normally be acquired through on the job training or short courses.

Professional – Positions which are primarily responsible for the provision of professional or specialist advice, expertise or knowledge or positions that require application of in-depth knowledge of the theoretical principles, concepts and methods of a professional field in order to carry out projects and complete work. Positions may be required to hold a certification or membership with the relevant professional/industry body.

Management – Primary role is to manage a department or function. Responsible for setting of department's strategic goals, overall strategy and direction including departmental structure and allocation of duties.

OPERATIONAL BAND

Duties are primarily related to operational support or direct delivery of a service. Specific formal qualifications are not essential however positions may require a level of knowledge or skills which can be gained through on the job experience and training.

Level	Authority & Accountability	Judgement & Problem-Solving	Specialist Knowledge & Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
OP1	Completion of basic tasks with work closely monitored by the team leader or supervisor.	Judgement is limited and coordinated by other workers.	Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. May engage in training to gain further qualifications	No requirement.	Frequent communication and routine interaction with other staff and/or the public.	Completion of an appropriate labour market program or similar short-term work / skills experience is desirable. Completion of school certificate may be sought.
OP2	Responsible for the completion of routine tasks with work routinely monitored.	Applies standard procedures with few defined options.	Job specific skills and knowledge would normally gain through on-the-job training and experience. Basic licenses or tickets may be required.	May Assist the Team Leader or supervisor with the induction and training of new team members or completion of projects.	Frequent communication with other staff and/or the public. Skills to identify and refer non-routine matters.	Incumbents will have attended short courses in specific work areas or be undertaking technical qualifications within the work-related area.
OP3	Responsible for the completion of regularly occurring tasks with general guidance daily.	Judgement is required to follow pre-determined procedures where a choice between more than two options is present.	Application of skills, including machine-operation skills, following either internal or external training.	May be required to provide some guidance or supervision to lower-level staff. May be responsible for completing tasks to assist in the delivery of projects.	Skills required to communicate verbally and/or in writing with internal and external parties, with the ability to assist in straight forward matters.	Experience in all work skill areas with suitable external training completed- including short courses. Certificate I or II level qualifications.
OP4	Responsible for supervising staff in operational duties or for work requiring a high level of independence subject to routine supervision. Responsible for the quality of own work outputs.	Skills to assess situations or interpret problems and select appropriate tools, processes, or procedures to apply to problems with guidance readily available. Independent judgement may be used in operational areas.	Work involves a variety of complicated skills. Competence may require operation of complex machinery or use of multiple systems.	Requires the use of supervisory skills to communicate instructions, train staff, and monitor work outputs. Participates in Performance management processes. Complete minor projects as directed.	Build rapport and maintain relationships with a variety of stakeholders. Required to deliver information and/or explain specific points of view to reconcile differences and assist in the resolution of moderately complex issues.	Thorough knowledge and experience in all work skill areas is required. Short courses including licences and tickets may be required to demonstrate currency of knowledge and skills. Certificate III level qualifications are desired.
OP5	Required to supervise a team of staff including the management of resources, organisation & scheduling of work tasks, and responsible for the quality of work produced by the team.	Abilities to solve problems by analysing a range of options available from internal sources such as policies or procedures. Assistance is available from within the organisation from a manager or a professional/ specialist.	Positions require considerable knowledge and experience in all work aspects of the work area.	Responsible for training and motivating staff to achieve objectives within set timeframes through coaching, mentoring, and participation in performance management process. May be required to coordinate the delivery of projects.	Develop and maintain relationships with internal and external stakeholders liaising on issues including aligning stakeholder needs and expectations.	Previous experience in supervising or managing a team of staff as well as considerable experience within the work area. Formal qualifications not essential, but highly regarded. Certificate IV level qualifications are desired.
OP6	Accountable for the effective management of an operational section or team including coordination of projects and monitoring expenditure.	Decision making is made within delegations and is based on sound reasoning, broad subject knowledge, and analysis of internal policies, procedures, and precedent. Guidance is available from specialist & professional employees within the organisation.	Positions require extensive experience and knowledge in all work areas.	Required to manage staff, programs, and/or projects using leadership, mentoring, innovation, evaluation, and monitoring skillsets to effectively manage resources and achieve outcomes.	Develop and manage key strategic relationships with a broad range of stakeholders including facilitating cooperation and working towards joint outcomes.	Extensive experience in all work areas along with considerable supervisory or management experience is required. Employees are expected to have undertaken suitable qualifications or training to ensure current knowledge and skills are maintained. Diploma level qualifications are desired.

TECHNICAL BAND

Positions which are required by MRC to meet a tertiary level educational requirement or positions where the duties require the application of skills or knowledge from a relevant discipline which cannot normally be acquired through on the job training or short courses.

Level	Authority & Accountability	Judgement & Problem-Solving	Specialist Knowledge & Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
TT1	Responsible for the completion of work as directed requiring the application of trades, or technical skills.	Ability to solve minor problems through analysis of options available from internal sources.	Positions will have demonstrated competence in a number of key skill areas related to the major elements of the job.	May assist the team leader or supervisor with the induction and training of new team members.	Communication skills to participate in technical discussions and effectively liaise with internal and external stakeholders both verbally and in writing.	Minimum Certificate III level qualifications or working towards achieving qualifications in the work related discipline are required.
TT2	Responsible for completing work independently with general guidance and some scope available to develop own work methods.	Skills are required to access situations and use theoretical knowledge to apply rules or determine processes and tools to assist in the resolution of routine problems, assistance may be sought from internal or external sources. Complex issues are referred to a senior employee for resolution.	Positions require demonstrated competence in all key skill areas related to major elements of the job.	Positions may require skills in the supervision or coordination of small groups or projects.	Build rapport and maintain relationships with stakeholders including communication skills to explain situations or provide advice to others.	Certificate III or IV level qualifications as well as considerable relevant experience.
TT3	Responsibility to train/coordinate the operation of a small section and completes tasks requiring specialised technical/trades skills.	Skills to solve problems which require assessment of options with freedom within procedural limits to change the way work is done or in the delegation of work. Assistance is readily available on a daily basis from internal and/or external sources.	Positions require advanced knowledge and skills in all routine job areas.	May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes including undertaking performance management processes when necessary.	Develop and maintain stakeholder relationships to support the achievement of organisational goals, the position may involve explaining issues/policy to the public or others and reconciling different points of view.	Requires a thorough working knowledge of all work procedures for the application of technical/trades skills within the job as well as suitable trade/technical qualifications of at least Certificate IV level.
TT4	Operate with a considerable degree of independence, working towards achieving designated goals including short term goals for self and team.	Required to solve problems having elements of complexity which may require sourcing additional information. Assistance may be available for more difficult issues.	Positions require advanced knowledge and skills in all routine and complex elements of the job.	Supervise a team of staff or a project including motivation, monitoring and coordination to achieve specific outputs and meet competing deadlines.	Develop and maintain stakeholder relationships liaising on issues to align stakeholder needs and expectations.	Requires considerable experience in all job areas as well as a minimum certificate IV level qualification and evidence of ongoing training such as short courses to demonstrate currency of skills and knowledge.
TT5	May be responsible to provide a specialised/technical service and to complete work which has elements of complexity. Can make recommendations to others and represent the employer to the public or other organisations.	Problem solving & Judgements are made where there is a lack of definition requiring analysis of a number of options including sourcing additional information from external sources not readily available to reach a decision.	Positions require advanced knowledge and skills in all job areas with the ability to apply skills and advice to generate new approaches and implement improvements.	Supervision/management of projects and/or groups of operational and/or other technical/trades employees including organising and prioritising multiple work tasks and schedules to achieve high quality outcomes in designated timeframes.	Develop and support complex stakeholder relationships use skills to explain /negotiate with staff and/or the public to resolve disputes.	An advanced certificate, diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

PROFESSIONAL BAND

Positions which are primarily responsible for the provision of professional or specialist advice, expertise or knowledge or positions that require application of in-depth knowledge of the theoretical principles, concepts and methods of a professional field in order to carry out projects and complete work. Positions may be required to hold a certification or membership with the relevant professional/industry body.

Level	Authority & Accountability	Judgement & Problem-Solving	Specialist Knowledge & Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
PS1	Provides specialist services to complete projects or tasks in consultation with other professional/specialists.	Requires assessment of a range of options with elements of complexity. The ability to apply theoretical knowledge to solve problems with precedent available from within the organisation. Make recommendations for solutions to problems within own work area.	Sufficient knowledge to complete routine tasks independently.	Not required.	Participate in technical discussion. Explain policy and reconcile viewpoints.	Degree level qualification or progression towards in relevant discipline with the ability to apply theoretical knowledge to practical situations.
PS2	Contribute to the completion of tasks and/or projects by providing specialist advice. May work with a team of operational or trade/technical employees to review, monitor work and/or provide training.	Undertake investigations and source information not readily available and where a lack of precedent exists. Draw accurate conclusions based on evidence. Implement problem solving in relation to own work tasks and contribute to improvement within the work area.	Skills and knowledge to resolve problems and provide advice within area of expertise.	Supervisory skills to communicate instructions, train staff and monitor work outputs.	Interpersonal skills in leading and motivating staff. Persuasive skills used to seek agreement and discuss issues to resolve problems with people at all levels.	Degree level qualification within a relevant discipline with considerable practical experience in the field to effectively control key elements of the job.
PS3	Complete complex tasks and/or projects which may influence decision making in the organisation. May be responsible for the coordination of multiple projects or supervise other staff.	High level independence in problem solving. May undertake major investigations and objective research. Use analytical reasoning to identify interconnecting issues and issues that are broader than own work area. Suggest innovative solutions for the resolution of these issues. Implement routine solutions within own work area.	Advanced knowledge and skills including comprehensive understanding of all relevant legal and regulatory requirements.	Reviews performance and identifies opportunities for improvement. Monitors progress and manages priorities to make effective use of accountable resources. Responsible for the control of projects within their area of expertise.	Builds and sustains positive relationships with team members and stakeholders. Communication skills including the ability to communicate difficult concepts clearly and negotiate confidently.	Degree level qualification within a relevant discipline combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.
PS4	Responsible for providing authoritative advice to Management or Executive on major policy or key issues which have a major influence on the overall performance or functioning of the entire organisation.	With a broad and strategic focus responsible for monitoring of internal and external environments, anticipating risk and implementing decision, well informed and sound action to mitigate these risks to the organisation. Review of other professional/specialist staff.	Requires broad knowledge and skills in all areas of field with specialisation in one or more areas. Capitalises on the expert knowledge and skills of others within the organisation as well as consulting externally as appropriate.	Responsible for the control and management of multiple projects which may have conflicting priorities and deadlines. Using leadership, delegation, innovation and evaluation skills to effectively manage the allocation of resources. Ability to set monitor and manage performance standards of employees engaged in projects or tasks under their control.	Ability to represent the organisation and negotiate with stakeholders to promote objectives and communicate strategic direction and vision. Facilitate cooperation with key stakeholders to achieve joint outcomes including seeking feedback.	Post graduate qualification within a relevant discipline combined with extensive practical experience in the field along with considerable management experience. Evidence of ongoing professional development to demonstrate currency of knowledge and skills.

MANAGEMENT BAND

Primary role is to manage a department or function. Responsible for setting of department's strategic goals, overall strategy and direction including departmental structure and allocation of duties.

Level	Authority & Accountability	Judgement & Problem-Solving	Specialist Knowledge & Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
MNO	<p>Accountable for the effective management and leadership of a department or a function across the organisation.</p> <p>Provides advice on their area of operations to other managers and to the Executive Leadership Team.</p> <p>Professional or technical advice may be sought either internally or externally.</p>	<p>Acts under delegated authority with a high level of independence in solving problems and using judgement.</p> <p>Guidance is available from technical & professional specialists within the organisation for more complex problem solving.</p> <p>Provides advice on risks identified providing solutions to mitigate such risks to the Executive Leadership Team.</p>	<p>Employee requires extensive experience and knowledge of all legislative requirements and operations in their department function.</p>	<p>Provides leadership to staff or a function of the organisation.</p> <p>Develop & manage simple budgets (would typically be restricted to one function).</p>	<p>Ability to represent the organisation and negotiate with stakeholders to promote objectives and communicate strategic direction and vision. Facilitate cooperation with key stakeholders to achieve joint outcomes including seeking feedback.</p>	<p>Extensive experience equivalent to Diploma level qualification in all work areas is required along with considerable supervisory / management experience.</p>
MNT	<p>Accountable for the effective management and leadership of a department or a function across the organisation.</p> <p>Provides technical/specialist advice to other Managers and to the Executive Leadership Team.</p> <p>Ensures department complies with external policy and relevant standards.</p> <p>Professional advice may be sought either internally or externally.</p>	<p>Acts under delegated authority with a high level of independence in solving problems and using judgement.</p> <p>Uses own judgement to solve technical issues within the organisation.</p> <p>Provides advice on risks identified providing solutions where technical skills are required to mitigate such risks to the Executive Leadership Team.</p>	<p>Employee requires extensive experience and knowledge of all legislative requirements and operations in their department or function.</p> <p>Is a subject matter expert in Technical/Specialists advice provided by the department or function.</p>	<p>Develop & manage budgets (would typically include more than one function or funding source).</p>	<p>Required to hold a specific tertiary level qualification within the field as well as the ability to demonstrate current industry knowledge and skills are maintained.</p>	
MNP	<p>Accountable for the effective management and leadership of a department or a function across the organisation.</p> <p>Provides authoritative advice to other Managers and to the Executive Leadership Team on major policy or key issues which have a major influence on the</p>	<p>Acts under delegated authority with a high level of independence in solving problems and using judgement.</p> <p>Uses own judgement to solve professional issues within the organisation.</p>	<p>Employee requires extensive experience and knowledge of all legislative requirements and all operations in their department or function.</p> <p>Is a subject matter expert in Technical/Specialists advice provided by the department or function.</p>	<p>Develop & manage budgets (would typically include multiple funding sources spread across more than one function).</p>	<p>Extensive working experience within a relevant professional field along with considerable supervisory / management experience.</p> <p>Post Graduate or Degree level qualifications are typically required along with professional level membership of the relevant</p>	

overall performance or functioning of the entire organisation.

External advice is typically not referred to.

Provides advice on risks identified providing solutions where professional advice is required to mitigate such risks to the Executive Leadership Team.

industry body. Evidence of ongoing professional development currency of knowledge and skills will also be required.

Appendix B – Pay Structure

Current classification	Salary level 2023	Current classification	5.00%		3.00%		Hourly	Weekly	Hourly	Weekly
			2024	2025	2024	2024	2025	2025		
OP1.1	46,800.00	OP1.1	\$ 49,400.00	\$ 50,882.00	25.00	950.00	25.75	978.50		
OP1.2	47,151.00	OP1.2	\$ 49,509.00	\$ 50,994.00	25.06	952.10	25.81	980.65		
OP1.3	47,505.00	OP1.3	\$ 49,880.00	\$ 51,376.00	25.24	959.23	26.00	988.00		
OP1.4	47,860.00	OP1.4	\$ 50,253.00	\$ 51,761.00	25.43	966.40	26.19	995.40		
OP1.5	48,219.00	OP1.5	\$ 50,630.00	\$ 52,149.00	25.62	973.65	26.39	1,002.87		
OP1.6	48,581.00	OP1.6	\$ 51,010.00	\$ 52,540.00	25.81	980.96	26.59	1,010.38		
OP1.7	48,945.00	OP1.7	\$ 51,392.00	\$ 52,934.00	26.01	988.31	26.79	1,017.96		
OP1.8	49,313.00	OP1.8	\$ 51,779.00	\$ 53,332.00	26.20	995.75	26.99	1,025.62		
OP1.9	49,682.00	OP1.9	\$ 52,166.00	\$ 53,731.00	26.40	1,003.19	27.19	1,033.29		
OP1.10	50,055.00	OP1.10	\$ 52,558.00	\$ 54,135.00	26.60	1,010.73	27.40	1,041.06		
OP2.1	53,412.00	OP2.1	\$ 56,083.00	\$ 57,765.00	28.38	1,078.52	29.23	1,110.87		
OP2.2	53,813.00	OP2.2	\$ 56,504.00	\$ 58,199.00	28.60	1,086.62	29.45	1,119.21		
OP2.3	54,216.00	OP2.3	\$ 56,927.00	\$ 58,635.00	28.81	1,094.75	29.67	1,127.60		
OP2.4	54,623.00	OP2.4	\$ 57,354.00	\$ 59,075.00	29.03	1,102.96	29.90	1,136.06		
OP2.5	55,032.00	OP2.5	\$ 57,784.00	\$ 59,518.00	29.24	1,111.23	30.12	1,144.58		
OP2.6	55,445.00	OP2.6	\$ 58,217.00	\$ 59,964.00	29.46	1,119.56	30.35	1,153.15		
OP2.7	55,861.00	OP2.7	\$ 58,654.00	\$ 60,414.00	29.68	1,127.96	30.57	1,161.81		
OP2.8	56,281.00	OP2.8	\$ 59,095.00	\$ 60,868.00	29.91	1,136.44	30.80	1,170.54		
OP2.9	56,702.00	OP2.9	\$ 59,537.00	\$ 61,323.00	30.13	1,144.94	31.03	1,179.29		
OP2.10	57,127.00	OP2.10	\$ 59,983.00	\$ 61,782.00	30.36	1,153.52	31.27	1,188.12		
OP3.1	60,876.00	OP3.1	\$ 63,920.00	\$ 65,838.00	32.35	1,229.23	33.32	1,266.12		
OP3.2	61,332.00	OP3.2	\$ 64,399.00	\$ 66,331.00	32.59	1,238.44	33.57	1,275.60		
OP3.3	61,793.00	OP3.3	\$ 64,883.00	\$ 66,829.00	32.84	1,247.75	33.82	1,285.17		
OP3.4	62,256.00	OP3.4	\$ 65,369.00	\$ 67,330.00	33.08	1,257.10	34.07	1,294.81		
OP3.5	62,722.00	OP3.5	\$ 65,858.00	\$ 67,834.00	33.33	1,266.50	34.33	1,304.50		
OP3.6	63,193.00	OP3.6	\$ 66,353.00	\$ 68,344.00	33.58	1,276.02	34.59	1,314.31		
OP3.7	63,667.00	OP3.7	\$ 66,850.00	\$ 68,856.00	33.83	1,285.58	34.85	1,324.15		
OP3.8	64,145.00	OP3.8	\$ 67,352.00	\$ 69,373.00	34.09	1,295.23	35.11	1,334.10		
OP3.9	64,625.00	OP3.9	\$ 67,856.00	\$ 69,892.00	34.34	1,304.92	35.37	1,344.08		
OP3.10	65,110.00	OP3.10	\$ 68,366.00	\$ 70,417.00	34.60	1,314.73	35.64	1,354.17		
OP4.1	67,712.00	OP4.1	\$ 71,098.00	\$ 73,231.00	35.98	1,367.27	37.06	1,408.29		
OP4.2	68,220.00	OP4.2	\$ 71,631.00	\$ 73,780.00	36.25	1,377.52	37.34	1,418.85		
OP4.3	68,732.00	OP4.3	\$ 72,169.00	\$ 74,334.00	36.52	1,387.87	37.62	1,429.50		
OP4.4	69,247.00	OP4.4	\$ 72,709.00	\$ 74,890.00	36.80	1,398.25	37.90	1,440.19		
OP4.5	69,767.00	OP4.5	\$ 73,255.00	\$ 75,453.00	37.07	1,408.75	38.18	1,451.02		
OP4.6	70,290.00	OP4.6	\$ 73,805.00	\$ 76,019.00	37.35	1,419.33	38.47	1,461.90		
OP4.7	70,817.00	OP4.7	\$ 74,358.00	\$ 76,589.00	37.63	1,429.96	38.76	1,472.87		
OP4.8	71,349.00	OP4.8	\$ 74,916.00	\$ 77,163.00	37.91	1,440.69	39.05	1,483.90		
OP4.9	71,883.00	OP4.9	\$ 75,477.00	\$ 77,741.00	38.20	1,451.48	39.34	1,495.02		
OP4.10	72,422.00	OP4.10	\$ 76,043.00	\$ 78,324.00	38.48	1,462.37	39.64	1,506.23		

Current classification	Salary level 2023	Current classification	5.00%		3.00%		Hourly	Weekly	Hourly	Weekly
			2024	2025	2024	2024	2025	2025		
OP5.1	75,231.00	OP5.1	\$ 78,993.00	\$ 81,363.00	39.98	1,519.10	41.18	1,564.67		
OP5.2	75,795.00	OP5.2	\$ 79,585.00	\$ 81,973.00	40.28	1,530.48	41.48	1,576.40		
OP5.3	76,363.00	OP5.3	\$ 80,181.00	\$ 82,586.00	40.58	1,541.94	41.79	1,588.19		
OP5.4	76,936.00	OP5.4	\$ 80,783.00	\$ 83,206.00	40.88	1,553.52	42.11	1,600.12		
OP5.5	77,514.00	OP5.5	\$ 81,390.00	\$ 83,832.00	41.19	1,565.19	42.43	1,612.15		
OP5.6	78,095.00	OP5.6	\$ 82,000.00	\$ 84,460.00	41.50	1,576.92	42.74	1,624.23		
OP5.7	78,680.00	OP5.7	\$ 82,614.00	\$ 85,092.00	41.81	1,588.73	43.06	1,636.38		
OP5.8	79,270.00	OP5.8	\$ 83,234.00	\$ 85,731.00	42.12	1,600.65	43.39	1,648.67		
OP5.9	79,865.00	OP5.9	\$ 83,858.00	\$ 86,374.00	42.44	1,612.65	43.71	1,661.04		
OP5.10	80,464.00	OP5.10	\$ 84,487.00	\$ 87,022.00	42.76	1,624.75	44.04	1,673.50		
OP6.1	83,585.00	OP6.1	\$ 87,764.00	\$ 90,397.00	44.41	1,687.77	45.75	1,738.40		
OP6.2	84,212.00	OP6.2	\$ 88,423.00	\$ 91,076.00	44.75	1,700.44	46.09	1,751.46		
OP6.3	84,843.00	OP6.3	\$ 89,085.00	\$ 91,758.00	45.08	1,713.17	46.44	1,764.58		
OP6.4	85,480.00	OP6.4	\$ 89,754.00	\$ 92,447.00	45.42	1,726.04	46.78	1,777.83		
OP6.5	86,120.00	OP6.5	\$ 90,426.00	\$ 93,139.00	45.76	1,738.96	47.14	1,791.13		
OP6.6	86,766.00	OP6.6	\$ 91,104.00	\$ 93,837.00	46.11	1,752.00	47.49	1,804.56		
OP6.7	87,417.00	OP6.7	\$ 91,788.00	\$ 94,542.00	46.45	1,765.15	47.85	1,818.12		
OP6.8	88,072.00	OP6.8	\$ 92,476.00	\$ 95,250.00	46.80	1,778.38	48.20	1,831.73		
OP6.9	88,733.00	OP6.9	\$ 93,170.00	\$ 95,965.00	47.15	1,791.73	48.57	1,845.48		
OP6.10	89,399.00	OP6.10	\$ 93,869.00	\$ 96,685.00	47.50	1,805.17	48.93	1,859.33		
TT1.1	54,738.00	TT1.1	\$ 57,475.00	\$ 59,199.00	29.09	1,105.29	29.96	1,138.44		
TT1.2	55,149.00	TT1.2	\$ 57,906.00	\$ 59,643.00	29.30	1,113.58	30.18	1,146.98		
TT1.3	55,562.00	TT1.3	\$ 58,340.00	\$ 60,090.00	29.52	1,121.92	30.41	1,155.58		
TT1.4	55,979.00	TT1.4	\$ 58,778.00	\$ 60,541.00	29.75	1,130.35	30.64	1,164.25		
TT1.5	56,399.00	TT1.5	\$ 59,219.00	\$ 60,996.00	29.97	1,138.83	30.87	1,173.00		
TT1.6	56,821.00	TT1.6	\$ 59,662.00	\$ 61,452.00	30.19	1,147.35	31.10	1,181.77		
TT1.7	57,248.00	TT1.7	\$ 60,110.00	\$ 61,913.00	30.42	1,155.96	31.33	1,190.63		
TT1.8	57,677.00	TT1.8	\$ 60,561.00	\$ 62,378.00	30.65	1,164.63	31.57	1,199.58		
TT1.9	58,110.00	TT1.9	\$ 61,016.00	\$ 62,846.00	30.88	1,173.38	31.80	1,208.58		
TT1.10	58,546.00	TT1.10	\$ 61,473.00	\$ 63,317.00	31.11	1,182.17	32.04	1,217.63		
TT2.1	60,816.00	TT2.1	\$ 63,857.00	\$ 65,773.00	32.32	1,228.02	33.29	1,264.87		
TT2.2	61,272.00	TT2.2	\$ 64,336.00	\$ 66,266.00	32.56	1,237.23	33.54	1,274.35		
TT2.3	61,731.00	TT2.3	\$ 64,818.00	\$ 66,763.00	32.80	1,246.50	33.79	1,283.90		
TT2.4	62,195.00	TT2.4	\$ 65,305.00	\$ 67,264.00	33.05	1,255.87	34.04	1,293.54		
TT2.5	62,661.00	TT2.5	\$ 65,794.00	\$ 67,768.00	33.30	1,265.27	34.30	1,303.23		
TT2.6	63,131.00	TT2.6	\$ 66,288.00	\$ 68,277.00	33.55	1,274.77	34.55	1,313.02		
TT2.7	63,604.00	TT2.7	\$ 66,784.00	\$ 68,788.00	33.80	1,284.31	34.81	1,322.85		
TT2.8	64,081.00	TT2.8	\$ 67,285.00	\$ 69,304.00	34.05	1,293.94	35.07	1,332.77		
TT2.9	64,562.00	TT2.9	\$ 67,790.00	\$ 69,824.00	34.31	1,303.65	35.34	1,342.77		
TT2.10	65,046.00	TT2.10	\$ 68,298.00	\$ 70,347.00	34.56	1,313.42	35.60	1,352.83		
TT3.1	67,567.00	TT3.1	\$ 70,945.00	\$ 73,073.00	35.90	1,364.33	36.98	1,405.25		
TT3.2	68,074.00	TT3.2	\$ 71,478.00	\$ 73,622.00	36.17	1,374.58	37.26	1,415.81		
TT3.3	68,585.00	TT3.3	\$ 72,014.00	\$ 74,174.00	36.44	1,384.88	37.54	1,426.42		
TT3.4	69,099.00	TT3.4	\$ 72,554.00	\$ 74,731.00	36.72	1,395.27	37.82	1,437.13		
TT3.5	69,617.00	TT3.5	\$ 73,098.00	\$ 75,291.00	36.99	1,405.73	38.10	1,447.90		
TT3.6	70,140.00	TT3.6	\$ 73,647.00	\$ 75,856.00	37.27	1,416.29	38.39	1,458.77		
TT3.7	70,666.00	TT3.7	\$ 74,199.00	\$ 76,425.00	37.55	1,426.90	38.68	1,469.71		
TT3.8	71,195.00	TT3.8	\$ 74,755.00	\$ 76,998.00	37.83	1,437.60	38.97	1,480.73		
TT3.9	71,730.00	TT3.9	\$ 75,317.00	\$ 77,577.00	38.12	1,448.40	39.26	1,491.87		
TT3.10	72,267.00	TT3.10	\$ 75,880.00	\$ 78,156.00	38.40	1,459.23	39.55	1,503.00		

Current classification	Salary level 2023	Current classification	5.00%		3.00%		Hourly	Weekly	Hourly	Weekly
			2024	2025	2024	2024	2025	2025		
TT4.1	75,067.00	TT4.1	\$ 78,820.00	\$ 81,185.00	39.89	1,515.77	41.09	1,561.25		
TT4.2	75,631.00	TT4.2	\$ 79,413.00	\$ 81,795.00	40.19	1,527.17	41.39	1,572.98		
TT4.3	76,198.00	TT4.3	\$ 80,008.00	\$ 82,408.00	40.49	1,538.62	41.70	1,584.77		
TT4.4	76,770.00	TT4.4	\$ 80,609.00	\$ 83,027.00	40.79	1,550.17	42.02	1,596.67		
TT4.5	77,346.00	TT4.5	\$ 81,213.00	\$ 83,649.00	41.10	1,561.79	42.33	1,608.63		
TT4.6	77,926.00	TT4.6	\$ 81,822.00	\$ 84,277.00	41.41	1,573.50	42.65	1,620.71		
TT4.7	78,510.00	TT4.7	\$ 82,436.00	\$ 84,909.00	41.72	1,585.31	42.97	1,632.87		
TT4.8	79,099.00	TT4.8	\$ 83,054.00	\$ 85,546.00	42.03	1,597.19	43.29	1,645.12		
TT4.9	79,691.00	TT4.9	\$ 83,676.00	\$ 86,186.00	42.35	1,609.15	43.62	1,657.42		
TT4.10	80,290.00	TT4.10	\$ 84,305.00	\$ 86,834.00	42.66	1,621.25	43.94	1,669.88		
TT5.1	83,399.00	TT5.1	\$ 87,569.00	\$ 90,196.00	44.32	1,684.02	45.65	1,734.54		
TT5.2	84,024.00	TT5.2	\$ 88,225.00	\$ 90,872.00	44.65	1,696.63	45.99	1,747.54		
TT5.3	84,654.00	TT5.3	\$ 88,887.00	\$ 91,554.00	44.98	1,709.37	46.33	1,760.65		
TT5.4	85,289.00	TT5.4	\$ 89,553.00	\$ 92,240.00	45.32	1,722.17	46.68	1,773.85		
TT5.5	85,929.00	TT5.5	\$ 90,225.00	\$ 92,932.00	45.66	1,735.10	47.03	1,787.15		
TT5.6	86,573.00	TT5.6	\$ 90,902.00	\$ 93,629.00	46.00	1,748.12	47.38	1,800.56		
TT5.7	87,222.00	TT5.7	\$ 91,583.00	\$ 94,330.00	46.35	1,761.21	47.74	1,814.04		
TT5.8	87,877.00	TT5.8	\$ 92,271.00	\$ 95,039.00	46.70	1,774.44	48.10	1,827.67		
TT5.9	88,526.00	TT5.9	\$ 92,952.00	\$ 95,741.00	47.04	1,787.54	48.45	1,841.17		
TT5.10	89,200.00	TT5.10	\$ 93,660.00	\$ 96,470.00	47.40	1,801.15	48.82	1,855.19		
PS1.1	74,080.00	PS1.1	\$ 77,784.00	\$ 80,118.00	39.36	1,495.85	40.55	1,540.73		
PS1.2	74,636.00	PS1.2	\$ 78,368.00	\$ 80,719.00	39.66	1,507.08	40.85	1,552.29		
PS1.3	75,196.00	PS1.3	\$ 78,956.00	\$ 81,325.00	39.96	1,518.38	41.16	1,563.94		
PS1.4	75,760.00	PS1.4	\$ 79,548.00	\$ 81,934.00	40.26	1,529.77	41.46	1,575.65		
PS1.5	76,327.00	PS1.5	\$ 80,143.00	\$ 82,547.00	40.56	1,541.21	41.77	1,587.44		
PS1.6	76,900.00	PS1.6	\$ 80,745.00	\$ 83,167.00	40.86	1,552.79	42.09	1,599.37		
PS1.7	77,477.00	PS1.7	\$ 81,351.00	\$ 83,792.00	41.17	1,564.44	42.40	1,611.38		
PS1.8	78,058.00	PS1.8	\$ 81,961.00	\$ 84,420.00	41.48	1,576.17	42.72	1,623.46		
PS1.9	78,643.00	PS1.9	\$ 82,575.00	\$ 85,052.00	41.79	1,587.98	43.04	1,635.62		
PS1.10	79,233.00	PS1.10	\$ 83,195.00	\$ 85,691.00	42.10	1,599.90	43.37	1,647.90		
PS2.1	82,301.00	PS2.1	\$ 86,416.00	\$ 89,008.00	43.73	1,661.85	45.04	1,711.69		
PS2.2	82,918.00	PS2.2	\$ 87,064.00	\$ 89,676.00	44.06	1,674.31	45.38	1,724.54		
PS2.3	83,539.00	PS2.3	\$ 87,716.00	\$ 90,347.00	44.39	1,686.85	45.72	1,737.44		
PS2.4	84,166.00	PS2.4	\$ 88,374.00	\$ 91,025.00	44.72	1,699.50	46.07	1,750.48		
PS2.5	84,797.00	PS2.5	\$ 89,037.00	\$ 91,708.00	45.06	1,712.25	46.41	1,763.62		
PS2.6	85,433.00	PS2.6	\$ 89,705.00	\$ 92,396.00	45.40	1,725.10	46.76	1,776.85		
PS2.7	86,074.00	PS2.7	\$ 90,378.00	\$ 93,089.00	45.74	1,738.04	47.11	1,790.17		
PS2.8	86,720.00	PS2.8	\$ 91,056.00	\$ 93,788.00	46.08	1,751.08	47.46	1,803.62		
PS2.9	87,371.00	PS2.9	\$ 91,740.00	\$ 94,492.00	46.43	1,764.23	47.82	1,817.15		
PS2.10	88,026.00	PS2.10	\$ 92,427.00	\$ 95,200.00	46.77	1,777.44	48.18	1,830.77		
PS3.1	91,431.00	PS3.1	\$ 96,003.00	\$ 98,883.00	48.58	1,846.21	50.04	1,901.60		
PS3.2	92,116.00	PS3.2	\$ 96,722.00	\$ 99,624.00	48.95	1,860.04	50.42	1,915.85		
PS3.3	92,808.00	PS3.3	\$ 97,448.00	\$ 100,371.00	49.32	1,874.00	50.80	1,930.21		
PS3.4	93,504.00	PS3.4	\$ 98,179.00	\$ 101,124.00	49.69	1,888.06	51.18	1,944.69		
PS3.5	94,205.00	PS3.5	\$ 98,915.00	\$ 101,882.00	50.06	1,902.21	51.56	1,959.27		
PS3.6	94,912.00	PS3.6	\$ 99,658.00	\$ 102,648.00	50.43	1,916.50	51.95	1,974.00		
PS3.7	95,623.00	PS3.7	\$ 100,404.00	\$ 103,416.00	50.81	1,930.85	52.34	1,988.77		
PS3.8	96,340.00	PS3.8	\$ 101,157.00	\$ 104,192.00	51.19	1,945.33	52.73	2,003.69		
PS3.9	97,063.00	PS3.9	\$ 101,916.00	\$ 104,973.00	51.58	1,959.92	53.12	2,018.71		
PS3.10	97,791.00	PS3.10	\$ 102,681.00	\$ 105,761.00	51.96	1,974.63	53.52	2,033.87		

Current classification	Salary level 2023	Current classification	5.00%		3.00%		Hourly	Weekly	Hourly	Weekly
			2024	2025	2024	2024	2025	2025		
PS4.1	101,576.00	PS4.1	\$ 106,655.00	\$ 109,855.00	53.98	2,051.06	55.59	2,112.60		
PS4.2	102,338.00	PS4.2	\$ 107,455.00	\$ 110,679.00	54.38	2,066.44	56.01	2,128.44		
PS4.3	103,106.00	PS4.3	\$ 108,261.00	\$ 111,509.00	54.79	2,081.94	56.43	2,144.40		
PS4.4	103,878.00	PS4.4	\$ 109,072.00	\$ 112,344.00	55.20	2,097.54	56.85	2,160.46		
PS4.5	104,657.00	PS4.5	\$ 109,890.00	\$ 113,187.00	55.61	2,113.27	57.28	2,176.67		
PS4.6	105,443.00	PS4.6	\$ 110,715.00	\$ 114,036.00	56.03	2,129.13	57.71	2,193.00		
PS4.7	106,234.00	PS4.7	\$ 111,546.00	\$ 114,892.00	56.45	2,145.12	58.14	2,209.46		
PS4.8	107,030.00	PS4.8	\$ 112,382.00	\$ 115,753.00	56.87	2,161.19	58.58	2,226.02		
PS4.9	107,833.00	PS4.9	\$ 113,225.00	\$ 116,622.00	57.30	2,177.40	59.02	2,242.73		
PS4.10	108,642.00	PS4.10	\$ 114,074.00	\$ 117,496.00	57.73	2,193.73	59.46	2,259.54		
MNO.1	105,175.00	MNO.1	\$ 110,434.00	\$ 113,747.00	55.89	2,123.73	57.56	2,187.44		
MNO.2	105,964.00	MNO.2	\$ 111,262.00	\$ 114,600.00	56.31	2,139.65	58.00	2,203.85		
MNO.3	106,758.00	MNO.3	\$ 112,096.00	\$ 115,459.00	56.73	2,155.69	58.43	2,220.37		
MNO.4	107,559.00	MNO.4	\$ 112,937.00	\$ 116,325.00	57.15	2,171.87	58.87	2,237.02		
MNO.5	108,366.00	MNO.5	\$ 113,784.00	\$ 117,198.00	57.58	2,188.15	59.31	2,253.81		
MNO.6	109,179.00	MNO.6	\$ 114,638.00	\$ 118,077.00	58.02	2,204.58	59.76	2,270.71		
MNO.7	109,997.00	MNO.7	\$ 115,497.00	\$ 118,962.00	58.45	2,221.10	60.20	2,287.73		
MNO.8	110,822.00	MNO.8	\$ 116,363.00	\$ 119,854.00	58.89	2,237.75	60.65	2,304.88		
MNO.9	111,654.00	MNO.9	\$ 117,237.00	\$ 120,754.00	59.33	2,254.56	61.11	2,322.19		
MNO.10	112,491.00	MNO.10	\$ 118,116.00	\$ 121,659.00	59.78	2,271.46	61.57	2,339.60		
MNT.1	109,352.00	MNT.1	\$ 114,820.00	\$ 118,265.00	58.11	2,208.08	59.85	2,274.33		
MNT.2	110,173.00	MNT.2	\$ 115,682.00	\$ 119,152.00	58.54	2,224.65	60.30	2,291.38		
MNT.3	110,999.00	MNT.3	\$ 116,549.00	\$ 120,045.00	58.98	2,241.33	60.75	2,308.56		
MNT.4	111,832.00	MNT.4	\$ 117,424.00	\$ 120,947.00	59.43	2,258.15	61.21	2,325.90		
MNT.5	112,670.00	MNT.5	\$ 118,304.00	\$ 121,853.00	59.87	2,275.08	61.67	2,343.33		
MNT.6	113,515.00	MNT.6	\$ 119,191.00	\$ 122,767.00	60.32	2,292.13	62.13	2,360.90		
MNT.7	114,367.00	MNT.7	\$ 120,085.00	\$ 123,688.00	60.77	2,309.33	62.60	2,378.62		
MNT.8	115,224.00	MNT.8	\$ 120,985.00	\$ 124,615.00	61.23	2,326.63	63.06	2,396.44		
MNT.9	116,088.00	MNT.9	\$ 121,892.00	\$ 125,549.00	61.69	2,344.08	63.54	2,414.40		
MNT.10	116,959.00	MNT.10	\$ 122,807.00	\$ 126,491.00	62.15	2,361.67	64.01	2,432.52		
MNP.1	113,531.00	MNP.1	\$ 119,208.00	\$ 122,784.00	60.33	2,292.46	62.14	2,361.23		
MNP.2	114,382.00	MNP.2	\$ 120,101.00	\$ 123,704.00	60.78	2,309.63	62.60	2,378.92		
MNP.3	115,239.00	MNP.3	\$ 121,001.00	\$ 124,631.00	61.24	2,326.94	63.07	2,396.75		
MNP.4	116,104.00	MNP.4	\$ 121,909.00	\$ 125,566.00	61.69	2,344.40	63.55	2,414.73		
MNP.5	116,974.00	MNP.5	\$ 122,823.00	\$ 126,508.00	62.16	2,361.98	64.02	2,432.85		
MNP.6	117,852.00	MNP.6	\$ 123,745.00	\$ 127,457.00	62.62	2,379.71	64.50	2,451.10		
MNP.7	118,736.00	MNP.7	\$ 124,673.00	\$ 128,413.00	63.09	2,397.56	64.99	2,469.48		
MNP.8	119,626.00	MNP.8	\$ 125,607.00	\$ 129,375.00	63.57	2,415.52	65.47	2,487.98		
MNP.9	120,524.00	MNP.9	\$ 126,550.00	\$ 130,347.00	64.04	2,433.65	65.97	2,506.67		
MNP.10	121,428.00	MNP.10	\$ 127,499.00	\$ 131,324.00	64.52	2,451.90	66.46	2,525.46		

Appendix C – Entry level salary progression matrix

Position	Requirements for salary level OP1.1	Requirements for salary level OP2.1	Requirements for Salary level OP3.1
Youth Services Officer	As per current job description	<ul style="list-style-type: none"> • Two years' experience in a Youth Services Officer role, comprising of a minimum of 240 paid hours of engagement, • Completion of annual performance reviews with a positive assessment • Attendance and active participation in annual Youth Team training sessions, and, • Completion of First aid training, OR • Completion of all core modules of the Certificate II in Sports and Recreation or Certificate II in Community Services. 	
Community Safety Officer	As per current job description	<ul style="list-style-type: none"> • Two years' experience in a Community Safety Officer role, comprising of a minimum of 240 paid hours of engagement, • Attendance and active participation in annual Community Safety training sessions, • Completion of annual performance reviews with a positive assessment, and, • completion of First Aid Training, OR, • Completion of https://crana.org.au/learning-opportunities/online-courses/working-safely-in-community-night-patrol 	
Works Assistant	As per current job description	<ul style="list-style-type: none"> • Two years' experience in a Works Assistant role, comprising of a minimum of 240 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and, • Completion of all core modules of the Certificate II in Remote Operations, OR, • Be ESO qualified. 	
Aged and Disability Services Assistant	As per current job description	<ul style="list-style-type: none"> • Two years' experience in an Aged and Disability Services Assistant role, comprising of a minimum of 240 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and • Completion of all core modules of Certificate III in Aged and Disability Services, OR, • Completion of First Aid Training, and, Safe Food Handling Certificate 	<ul style="list-style-type: none"> • Three years' experience in an Aged and Disability Services Officer role, comprising of a minimum of 360 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and, • Completion of Cert III in Aged and Disability Services
Early Learning Educator	As per current job description	<ul style="list-style-type: none"> • Two years' experience in an Early Learning Educator role, comprising of 	<ul style="list-style-type: none"> • Three years' experience in an Early Learning Educator role, comprising

		<p>a minimum of 240 paid hours of engagement,</p> <ul style="list-style-type: none"> • Completion of annual performance reviews with a positive assessment, and • Completion of all core modules of Certificate III in Aged and Disability Early Childhood Education. 	<p>of a minimum of 360 paid hours of engagement,</p> <ul style="list-style-type: none"> • Completion of annual performance reviews with a positive assessment, and, • Completion of Certificate III in Early Childhood Education.
Customer Service Officer		As per current job description	<ul style="list-style-type: none"> • Three years' experience in a Customer Service Officer role, comprising of a minimum of 360 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and, • Completion of Certificate II in Workplace Skills, or, • Certificate II in Business Administration
Senior Community Safety Officer		As per current job description	<ul style="list-style-type: none"> • Three years' experience in a Community Safety role, comprising of a minimum of 360 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and, • Completion of Certificate II in Workplace Skills, or, • Completion of Certificate III in Community Safety
NDIS Community Connector		As per current job description	<ul style="list-style-type: none"> • Three years' experience in a NDIS Community Connector role, comprising of a minimum of 360 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and, • Completion of Certificate II in Workplace Skills, or, • Certificate II in Business Administration
Sport and Recreation Officer		As per current job description	<ul style="list-style-type: none"> • Three years' experience in Youth Services role, comprising of a minimum of 360 paid hours of engagement, • Completion of annual performance reviews with a positive assessment, and • Completion of Certificate II in sport and recreation

APPENDIX D – Classification Structure Review Process

- 1.** The parties recognise the need to review the classification structure to:
 - (i)** maintain equity, fairness and consistency in remuneration and benefits;
 - (ii)** ensure that MRC correctly allocates its employees against a classification level that reflects the requirements of their role;
 - (iii)** ensure positions are aligned with evolving job market conditions, industry standards and organisational needs;
 - (iv)** ensure that MRC as an employer of choice has the ability to attract and retain the highest calibre of employees within the constraints of its funding and operational costs; and
 - (v)** enables progression for employees within classification levels to be fair and transparent.

- 2.** The parties agree that a working party will be established to provide a forum and mechanism for progression of the classification structure review process during the life of the Agreement. It is agreed that the review process will be led by People and Capability who will be responsible for establishing the working party in consultation with employees and the unions who are party to this agreement and/or employee nominated representatives.

- 3.** The employer will develop a terms of reference for the classification structure review in consultation with the established Working Party.

- 4.** Any agreed outcomes of the classification structure review may be implemented by amendment to the agreement or in a subsequent enterprise agreement, whichever is appropriate.