



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

MacDonnell Regional Council
(AG2022/1376)

MACDONNELL REGIONAL COUNCIL ENTERPRISE AGREEMENT 2021

Local government administration

COMMISSIONER LEE

MELBOURNE, 20 MAY 2022

Application for approval of the MacDonnell Regional Council Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *MacDonnell Regional Council Enterprise Agreement 2021* (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 Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The United Workers' Union and Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have each given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 22.2(b) – Resignation.

However, noting clause 4.3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 May 2022. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A



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Tuesday, 17 May 2022

Commissioner Lee

Fair Work Commission

Via email: Chambers.Lee.c@fwc.gov.au

FWC Matter No.: AG2022/1376, MacDonnell Regional Council Enterprise Agreement 2021

Applicant: MacDonnell Regional Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jeffery MacLeod, Chief Executive Office have the authority given to me by MacDonnell Regional Council (MRC) to give the following undertakings with respect to the MacDonnell Regional Council Enterprise Agreement 2021 ("the Agreement"):

Clause	Undertaking	New Clause												
12.7 Apprentices	The employer undertakes that apprenticeships will not be offered to positions classified at salary level TT1.1 or lower, and have amended the clause accordingly.	<p>(a) MRC may engage apprentices to undertake their apprenticeships for positions with a relevant salary classification of level TT1.1 or higher. The weekly minimum salary rates for apprentices are as follows:</p> <table><tr><th>Year of apprenticeship</th><th>% of classification</th></tr><tr><td>1st year</td><td>55</td></tr><tr><td>2nd year</td><td>65</td></tr><tr><td>3rd year</td><td>75</td></tr><tr><td>4th year</td><td>90</td></tr><tr><td>Adult apprentice</td><td>95</td></tr></table>	Year of apprenticeship	% of classification	1 st year	55	2 nd year	65	3 rd year	75	4 th year	90	Adult apprentice	95
Year of apprenticeship	% of classification													
1 st year	55													
2 nd year	65													
3 rd year	75													
4 th year	90													
Adult apprentice	95													
12.8 Supported Wage System	The employer undertakes that employees engaged under Clause 12.8 will be entitled to leave provisions as	<p>(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.</p> <p>(b) Employees engaged on a Supported</p>												



	per this agreement.	Wage Scheme will also be entitled to leave entitlements as provided for under Clause 19. of this Agreement.
12.10 National training wage	The employer undertakes that employees engaged under Clause 12.10 will be entitled to leave provisions as per this agreement.	(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 provided for under Clause 19. of this Agreement.
14.1(b) Community Safety	The employer undertakes that community based community safety staff who are required to work ordinary hours on a Saturday will be paid a 50% loading. This penalty rate replaces the Saturday penalty rate set out in Clause 14.1(b).	(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.
14.4 Weekend Rates	The employer undertakes an in increase the penalty rates for ordinary hours worked on a Saturday will be 50% and on a Sunday will 75%. These penalty rate will replace the penalty rate set out in clause 14.4.	(c) Employees, other than those covered by subclauses 14.1 and 14.2, will receive a 50% loading for all ordinary hours worked on a Saturday. (d) Employees other than those covered by subclauses 14.1 and 14.2 will receive a 75% loading for all ordinary hours worked on a Sunday.
12.6 Annualised Salary	The employer will provide detail on the calculation of Annualised Salaries, and will not offer compensation that is less than what would be obtained	(e) The written agreement to an annualised salary will specify: i. the method of calculation of annualised wage, ii. the provisions of this agreement which will be satisfied by payment of the annualised salary, iii. the outer limit number of ordinary



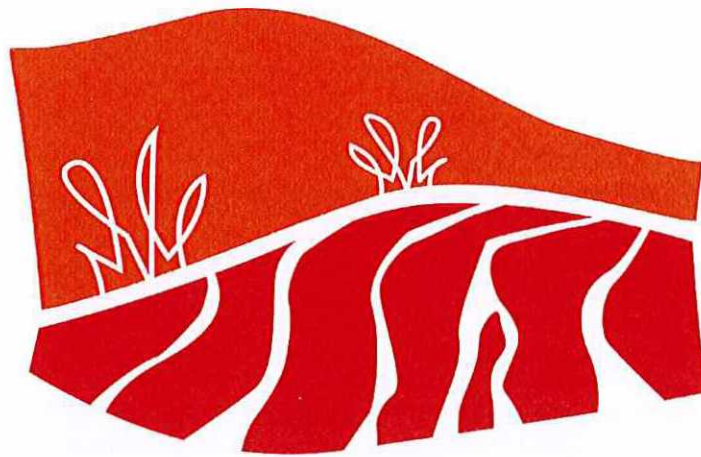
	over the course of the year under this agreement.	<p>hours which would attract the payment of a penalty rate under the agreement, and,</p> <p>iv. the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised salary.</p> <p>(f) The annualised salary will be no less than the amount the employee would have received under this agreement for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).</p>
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These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

17 May 2022.

Date



MacDonnell

Regional Council

MACDONNELL REGIONAL COUNCIL ENTERPRISE AGREEMENT 2021

1. Title	5
2. Date of Operation	5
3. Nominal Expiry Date	5
4. Coverage & Further Claims	5
5. Objectives	5
6. Definitions	6
7. Workplace Flexibility	8
8. Dispute Resolution	10
9. Consultation	11
10. Transitional Provisions	13
11. Employment Categories	13
11.1 Full Time Employment	13
11.2 Part Time Employment	13
11.3 Casual Employment	13
11.4 Right to request Casual Conversion	14
11.5 Permanent Employment	15
11.6 Temporary Employment	15
11.7 Probationary Period	16
11.8 Transfers & Travelling	16
12. Salary	17
12.1 Classification Structure	17
12.2 Performance Reviews	17
12.3 Annual Increases	17
12.4 Recognition of Service	18
12.5 Junior Rates	18
12.6 Annualised Salaries	18
12.7 Apprentices	19
12.8 Supported wage system	20
12.9 School-based apprentices	20
12.10 National training wage	20
12.11 Payment of Earnings	20
12.12 Superannuation	20
12.13 Salary Packaging	20
13. Hours of Work	21

13.1	Ordinary Working Hours	21
13.2	Span of working hours	21
13.3	Flexible Working Arrangements	21
13.4	Meal Breaks	22
14.	Penalty Rates	22
14.1	Community Safety	22
14.2	Youth Services	22
14.3	Weekday Rates	22
14.4	Weekend Rates	22
14.5	Public Holiday Rates	23
15.	Overtime	23
15.1	Application & Approval	23
15.2	Overtime Rates	23
15.3	Call Out	23
15.4	Time Off In Lieu (TOIL)	24
15.5	Overtime Meal Allowance	25
15.6	Rest Period	25
16.	Multi-Hire Arrangements	26
17.	Allowances	26
17.1	ESO On Call Allowance	26
17.2	On Call	27
17.3	Sleepover Allowance	27
17.4	Designated First Aid/ Health & Safety Representative/ Fire Warden	27
17.5	Adverse Working Conditions Allowance	28
17.6	Relocation Allowance	29
17.7	Higher Duties	29
17.8	Identified Skills Shortage	29
17.9	First Nations Interpreting Allowance	29
18.	Professional Membership Fees	29
19.	Leave	30
19.1	Annual Leave	30
19.2	Travel Leave	30
19.3	Personal/Carers Leave	31
19.4	Compassionate Leave (Immediate Family)	31
19.5	Kinship Obligation Leave	31

19.6	Parental Leave	32
19.6.1	Maternity Leave	32
19.6.2	Spouse/Partner Leave	33
19.6.3	Adoption Leave	33
19.7	Study Leave	33
19.8	Long Service Leave	34
19.9	Emergency Management Leave	34
19.10	Defence Reservist Leave	34
19.11	Jury Service Leave	34
19.12	Cultural and Religious Holidays	35
19.13	Family, Domestic and Sexual Violence Leave	35
19.14	Unpaid Leave	36
19.15	Public Holidays	36
19.16	Unauthorised absences	37
20.	Person Protective Equipment (PPE) and Uniforms	37
21.	Employee Assistance Program (EAP)	37
22.	End of Employment	37
22.1	Notice Periods	37
22.2	Resignation	38
22.3	Serious Misconduct	38
22.4	Redundancy	39
23.	Signatories to Agreement	40
Appendix A – Classification Structure		41
Classification Frame Work & Principles		41
Band Descriptions		42
Appendix B- Pay Structures		48
Pay Structure - Operational Band		48
Pay Structure - Technical Band		49
Pay Structure -Management Band		51
Appendix C – Entry level salary progression matrix		52

1. Title

This agreement will be known as the MacDonnell Regional Council Enterprise Agreement 2021.

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 30th June 2024.

4. Coverage & Further Claims

4.1 This agreement applies to employees of the MacDonnell Regional Council excluding the following:

- (a) The CEO; and
- (b) MacDonnell Regional Council Directors.

4.2 Except where this agreement expressly states otherwise this agreement operates to the exclusion of all other awards, agreements or industrial instruments.

4.3 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.

4.4 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.

4.5 The parties undertake not to pursue any extra claims for the duration of this agreement, other than by the mutual agreement of all parties.

4.6 It is the intention of the parties to formally commence the process of negotiating for a replacement to this agreement no later than 6 months before the nominal expiry date.

4.7 The parties to this agreement shall be:

- (a) MacDonnell Regional Council
- (b) Employees employed by the MacDonnell Regional Council

4.8 If any provision of this agreement is declared or determined to be illegal or invalid by final determination 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. Objectives

- To ensure the continued delivery of high quality services to MacDonnell Regional Council residents;
- To promote a workplace culture which values and incorporates the culture, knowledge, experience and perspectives of all employees;
- To maintain open and accountable management processes to ensure all employees are treated fairly and equitably;
- To support the development of a culture that is conducive to innovation with a commitment to continuous improvement, including encouraging the

development of all staff through the provision of ongoing relevant training and educational opportunities;

- To provide entitlements and conditions that attract, retain and develop Indigenous staff;
- To provide career pathways to support progression based on skills and knowledge;
- To provide learning and development opportunities that supports employees career progression;
- To provide a performance based pay structure; and
- To incorporate the MacDonnell Regional Council mission, vision and values.

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 Award Industry Award 2020.

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.

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.

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

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
- vi. spouse or de facto partner of the employee's spouse or de facto partner's child

First Nations Employee means in this Agreement a person who identifies as of 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

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.

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.

7. Workplace Flexibility

Individual Flexibility Arrangement (IFA – Model Term)

7.1 The employer and an employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this agreement if:

- (a) The arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) The arrangement meets the genuine needs of 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.

7.2 The employer must ensure that the terms of the IFA:

- (a) Are about permitted matters included under section 172 of the *Fair Work Act 2009*; and
- (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) Result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the IFA be in writing, and:

- (a) Include the name of the employer and employee; and
- (b) 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
- (c) 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; and
 - (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.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The employer and the employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) if the employer and the employee agree in writing – at any time.

Request for Flexible Working Arrangements

7.6 An employee may request a change in their working arrangements because one or more of the following circumstances apply:

- (a) the employee is a parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a care giver (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family; or

- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

7.7 Where a request is made under clause 7.6 and the employee is either a permanent or temporary employee with at least 12 months of continuous service or is a long term casual with a reasonable expectation of continuing employment on a regular and systematic basis, the CEO or delegate will agree to the request unless it has reasonable business grounds for refusing the request.

7.8 Examples of changes in working arrangements that may be requested under this Section are changes in:

- (a) hours of work; and
- (b) patterns of work.

7.9 Before responding to a request made under this clause, the employer must 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:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

7.10 The CEO or delegate will provide an employee with a written response to an employee request under clause 7.6 within 21 days of receiving a written request stating whether the request is granted or refused, the details of the reasons where the request is refused and other changes in working arrangements to which the Council would be prepared to agree that may accommodate the employee's circumstances.

8. Dispute Resolution

8.1 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.

8.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

8.3 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.

8.4 If discussions at the workplace level 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.

8.5 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) the 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.

8.6 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.

Major change

9.2 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.

9.4 If:

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

the employer must recognise the representative.

9.5 As soon as practicable after making its decision, the employer must:

- (a) Discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) For the purposes of the discussion provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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; or
- (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 relocate employees to another workplace; or
- (g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

9.10 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 9.15 apply.

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

9.12 If:

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

9.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) Discuss with the relevant employees the introduction of the change; and
- (b) For the purposes of the discussion provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.16 In this clause: ***relevant employees'*** means the employees who may be affected by a change referred to in subclause 9.1.

9.17 Where the major change impacts a majority of employees MRC will inform the United Workers Union, CMFEU and the Australian Services Union.

10. Transitional Provisions

No transitional provisions are required under this agreement.

11. Employment Categories

All employees will be advised of their employment category in writing before commencement of employment.

11.1 Full Time Employment

- (a) All full time employees shall be employed to work 38 ordinary hours per week.
- (b) The rates of pay for full time employees as prescribed in Appendix B are inclusive of 38 ordinary hours per week.

11.2 Part Time Employment

- (a) A part time employee shall mean an employee engaged to work less than 38 hours per week.
- (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, any agreed variation must be recorded in writing.
- (e) A part time employee may agree to temporarily work additional hours up to 38 ordinary hours per week 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 15.
- (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.

11.3 Casual Employment

- (a) Casual employees shall be engaged on an hourly basis with no guarantee of ongoing employment.
- (b) Casual employees must be engaged and paid for at least 2 consecutive hours of work on each occasion.
- (c) 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.
- (d) Casual employees shall receive a 25% loading on the hourly rate of pay for all ordinary hours worked.
- (e) Casual employees are not entitled to receive paid leave of any type, other than long service leave as per the *NT Long Service Leave Act*.
- (f) Penalties, including public holiday penalties and overtime for casual employees will be calculated on the ordinary hourly rate exclusive of the casual loading.

11.4 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.
- (b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request for casual conversion must be in writing and provided to MRC.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, MRC may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee that is, the casual employee is not truly a regular casual employee as defined in sub clause 11.3;
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months;
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work; or
 - (v) acceptance of the request would contravene a merit selection employment requirement contained in Northern Territory legislation applicable to MRC.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where MRC refuses a regular casual employee's request to convert, MRC will provide the casual employee with its reasons for refusal (in writing) within 21 days of the request being made.
- (j) If the employee does not accept MRC refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 8 Dispute Resolution.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in subclause 11.4, MRC and the employee must discuss and record in writing:
 - (i) the type of employment to which the employee will convert—that is, full time or part-time employment; and

- (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in sub clause 11.2 apply.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of MRC.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under subclause 11.4.
- (o) Nothing in subclause 11.4 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in subclause 11.4 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) MRC will provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of subclause 11.4 within the first 12 months of the employee's first engagement to perform work. On approval of this Agreement, MRC will provide existing casuals with a copy of the provisions of subclause 11.4.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.4 (q).

11.5 Permanent Employment

Permanent employees are employed on an ongoing basis with no specified end date to their employment.

11.6 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**
 - (i) Employees may be employed on a contract with specified commencement and end dates.
 - (ii) A contract of employment may 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.
 - (iii) Where the grant or funding source is withdrawn prior to the nominated termination date, staff employed in a fixed term position may be terminated with the notice periods as per sub clause 22.1 applying. No payout of the appointment period will be payable, redundancy will be payable at 50% of the entitlement calculated as per sub clause 22.4, 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.

11.7 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.

11.8 Transfers & Travelling

- (a) On engagement all employees will be given a "work location" which shall be the commencement point for all daily work activities.
- (b) An employee may be transferred to another work location due to operational requirements by the employer giving reasonable notice.
- (c) All employees will be advised in writing on commencement and/or following a review of their position description of the travel requirements of their position.
- (d) The employer may require an employee to travel to another location to undertake work activities.
- (e) 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.
- (f) 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.

12. Salary

12.1 Classification Structure

- (a) The classification and pay structures as prescribed in Appendices A and B will apply for the term of this agreement.
- (b) The level will be determined according to the skills and knowledge required and duties to be performed to carry out the principal functions of the role as per the position description.
- (c) Position descriptions will be reviewed during the performance review process in line with subclause 12.2.
- (d) All employees will be advised of their level on commencement of employment or agreed changes to their employment in writing.

12.2 Performance Reviews

- (a) Performance reviews will be conducted in April and May each calendar year and all staff members' position descriptions will be reviewed against actual work undertaken.
- (b) The staff members' individual Training Plan will be reviewed during the performance review process, to ensure staff are able to gain access to professional development relevant to their role.
- (c) With Director approval, following a successful performance review employees at salary classification levels OP1 and OP2 will be eligible to be to move up a salary classification level, as per the salary classification in Appendix A and B, if they have meet the requirements as outlined in Appendix C.
- (d) If any employee is aggrieved by the performance review process they can lodge a dispute pursuant to clause 8 of the enterprise agreement.

12.3 Annual Increases

- (a) Collective salary increases will be applied as follows:
 - (i) An increase of 2.25% shall be paid to all salaries from the first pay period following the Date of Operation as per clause 2 of this agreement.
 - (ii) An increase of 1.75% shall be paid to all salaries from the first pay period commencing on or after 1 July 2022.
 - (iii) An increase of 1.75% shall be paid to all salaries from the first pay period commencing on or after 1 July 2023.
- (b) The annual increases as per clause 12.3(a) 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 following the annual performance review process in completed between 1 April and 31 May in 2021, 2022 and 2023.
- (d) Any pay point increases will be effective from the first pay period on or after 1st July in the year they are recommended and approved.
- (e) Employees must have been employed for at least 6 months before 1 July to be eligible to receive a pay point increase.
- (f) Where the employer fails to complete a performance review for an eligible employee by 1st July in a calendar year, the employee will automatically progress to the next pay point within their classification level.
- (g) Where an employee is on leave and this results in failure to complete a performance review, subclause 12.3(f) will not apply. A performance review will be conducted within 1 month of the employee's return to work.

- (i) Where the employer fails to complete a review within 1 month, of the return to work, sub clause 12.3(f) will apply.
 - (ii) Where the employee has been on leave for any reason for longer than 6 months they will not be eligible for a pay point increase in that year.
- (h) Except as specified at 12.2 (c) above, movement to a higher classification cannot occur as a result of a pay point increase. Once an employee has reached the highest pay point available to them within the classification level they will not be eligible for any further pay point increases.
- (i) All proposed pay point increases must be reviewed by Human Resources and approved by the relevant Director to ensure consistent and equitable access to these increases.

12.4 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.

12.5 Junior Rates

- (a) 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 under clause 12.1:

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

- (b) Junior Employees deemed to be doing the role of an adult employee will be paid at the applicable adult rate.

12.6 Annualised Salaries

- (a) Where an employee is engaged on an Annualised Salary immediately before the commencement of this Agreement, any current agreement to an Annualised Salary will continue while the employee remain employed in their current role. If the employee takes up another role at MRC the annualised salary will not apply. Annualised salaries as per this clause will not be offered following the Date of Operation in clause 2 of this agreement.
- (b) For employees who have a continuing Annualised Salary arrangement as per clause 12.6(a), an annualised salary will comprise two components: the base salary for the employee's level and an additional amount in lieu of payment for any of the following:
 - (i) overtime
 - (ii) penalty rates
 - (iii) allowances
- (c) Where an employee is placed on an annualised salary the additional payment will be reviewed each year.

12.7 Apprentices

- (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 12.7(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 12.7(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 12.7(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.
- (g) An employer may meet its obligations under subclause 12.7(f) by paying any fees and/or cost of textbooks directly to the RTO.
- (h) 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.
- (i) 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.
- (j) 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.

12.8 Supported wage system

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.

12.9 School-based apprentices

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

12.10 National training wage

The provisions for the national training wage are contained in the Local Government Industry Award.

12.11 Payment of Earnings

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

12.12 Superannuation

- (a) The employer will make superannuation contributions as legislated as per the Superannuation Guarantee (Administration) Act 1992.
- (b) Employees will have freedom of choice over the complying fund their superannuation contributions are paid to.
- (c) Where a superannuation fund has not been nominated by the employee Australian Super shall be used as the default superannuation fund.
- (d) 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.

12.13 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.

13. Hours of Work

13.1 Ordinary Working Hours

- (a) The ordinary working hours for full time employees will be 38 hours per week.
- (b) All ordinary hours of work must be worked in accordance with the relevant span of hours as per subclause 13.2, unless agreed otherwise.
- (c) 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.
- (d) Unless agreed in writing under subclause 13.3, an employee may work up to a maximum of 10 ordinary hours on any one day /shift (excluding unpaid meal breaks).
- (e) The maximum ordinary hours an employee can work are 38 hours per week, unless agreed otherwise by the employee and employer under an Individual Flexibility Agreement.

13.2 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 13.1.

13.3 Flexible Working Arrangements

- (a) The employer is committed, wherever practicable, to providing flexible working arrangements that support employees in meeting their family commitments and balancing their work with non-work commitments.
- (b) The employer may consider an employee's request to change to their ordinary working hours as prescribes in clause 13.1 in order to support family, personal or other commitments.
- (c) Employees may make a request for flexible working arrangements as prescribed under clause 7.
- (d) Where an employee makes a request to work their ordinary hours outside of their normal span of hours, the employee will not be entitled to penalty rates on those hours.

13.4 Meal Breaks

- (a) An employee will not work more than five hours without taking an unpaid meal break of at least 30 minutes.
- (b) 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.
- (c) 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.

14. Penalty Rates

14.1 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 35% 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.

14.2 Youth Services

- (a) Employees in community based Youth Services positions shall receive a 9.5% loading on all ordinary hours worked.
- (b) Subclause 14.4(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.

14.3 Weekday Rates

- (a) 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 13.2.
- (b) Employees will receive a 15% loading for all ordinary hours worked outside of their span of hours on a Monday to Friday inclusive.
- (c) 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 13.2(a). 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 15% loading as per clause 14.3(a).

14.4 Weekend Rates

- (a) 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 13.2.
- (b) Employees, other than those covered by subclauses 14.1 and 14.2, will receive a 25% loading for all ordinary hours worked on a Saturday.

- (c) Employees will receive a 50% loading for all ordinary hours worked on a Sunday.
- (d) 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.

14.5 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.

15. Overtime

15.1 Application & Approval

- (a) All overtime must be pre-approved in writing and in advance by the employee's Manager.
- (b) Employees shall work a reasonable amount of overtime when requested.
- (c) Overtime applies when:
 - (i) An employee works in excess of their ordinary hours as contained in subclause 13.1
 - (ii) An employee works on days which are outside of their span of hours as per subclause 13.2.
 - (iii) An employee works in excess of the maximum ordinary hours on any day as contained in subclause 13.1 (d).
- (d) An employer can request that an employee works reasonable overtime. Overtime can be reasonable so long as the following things are taken into account:
 - any risk to health and safety from working the extra hours
 - the employee's personal situation, including their family responsibilities
 - the workplace's needs
 - if the employee is entitled to receive overtime payments or penalty rates for working the extra hours
 - if they are paid at a higher rate on the understanding that they work overtime
 - if the employee was given enough notice that they may have to work overtime
- (e) An employee can refuse to work overtime, if the request is unreasonable.

15.2 Overtime Rates

- (a) Overtime worked in accordance with 15.1 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.

15.3 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.

15.4 Time Off In Lieu (TOIL)

Employees who work overtime as contained in subclause 15.1 may elect to accrue the additional hours as TOIL rather than receiving the paid overtime rates as prescribed in subclause 15.2, subject to the following restrictions.

- (a) All overtime must be approved in advance by the relevant Manager and the employee must request before working the additional hours that the hours be accrued as TOIL.
- (b) Managers will only approve overtime where there is a genuine operational need for the additional hours to be worked and will not allow an employee to work overtime solely for the benefit of the employee where such additional hours cannot be justified by organisational demand or the employee's workload. Exceptions may be granted for Cultural and Religious Holidays as per clause 19.12.
- (c) Any agreement to work additional hours as TOIL must be in writing and where practicable include the days that the employee will take off as TOIL.
- (d) Employees must ensure they take meal breaks as defined in subclause 13.4 employees are not permitted to work through prescribed breaks and claim that time as TOIL.
- (e) Employees must complete a timesheet daily and accurately record all start, finish and break times. At the end of each pay period the timesheet must be submitted to the Manager for approval.
- (f) All TOIL will accrue on an hour for hour basis and no overtime or penalty rates will be applied.
- (g) Employees may accrue a maximum of 5 days TOIL (38 hours for full time employees pro rata for part time employees). Where an employee has reached the maximum accrual any approved overtime worked will be paid out at overtime rates.
- (h) Employees who wish to take time off and use accumulated TOIL will be required to submit a leave form to their Manager for approval in advance.
- (i) TOIL approvals will be subject to operational demands and time off shall be taken at a time mutually convenient for both the employee and employer. However, no Manager will unreasonably refuse a request to take TOIL.
- (j) The minimum TOIL that can be accrued or taken on each occasion is 30 minutes.
- (k) No TOIL may be taken in advance, employees will not be permitted to take more TOIL than they have accrued resulting in a negative balance.
- (l) TOIL must be used within 2 months of accrual unless otherwise agreed in writing by the employee and their Director, where operational requirements prevent the employee from being able to use TOIL the Manager may grant an extension of up to one month. If TOIL is not used within this timeframe the employer may direct the employee to take TOIL or if no agreement to use the TOIL is entered into then any unused TOIL will be paid at the appropriate overtime rates.
- (m) Any unused TOIL shall be payable on termination at the appropriate overtime rate.

- (n) This clause is not intended to provide for sustained levels of high workloads on a regular and ongoing basis. Should an employee be consistently working an excessive number of hours their Manager will undertake a review of the position and recommend adjustments to duties.

15.5 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.

15.6 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 15.6(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 15.6(a) and 15.6(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 15.3, 17.1, and 17.2.

16. Multi-Hire Arrangements

- (a) Multi-hire arrangements are designed to allow employees to access supplementary employment within MRC where it might not otherwise be available.
- (b) 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.
- (c) The rate of pay for a multi-hire arrangement will be the appropriate casual rate for the secondary position held.
- (d) When engaged in the secondary position:
 - (i) Casual loadings apply in accordance with subclause 11.3;
 - (ii) The classification of the employee's primary position will not be affected;
 - (iii) The employee's leave entitlements will not be affected.
- (e) 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.
- (f) 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.
- (g) An employee may not be engaged for more than a total of 92 hours per fortnight due to a multi-hire arrangement.

17. Allowances

17.1 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	\$5 per day
Friday, Saturday, Sunday, Public Holidays	\$55 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 subclause 15, for the time actually taken in dealing with each particular matter.

- (i) 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.

17.2 On Call

- (a) An employee directed by the CEO or 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 work place.
- (c) The following on-call rates will apply

Day of the week	Allowance
Monday to Friday	\$5 per day
Saturday, Sunday, Public Holidays	\$55 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 15, for the time actually taken in dealing with each particular matter.
 - (i) 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.

17.3 Sleepover Allowance

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Where work is greater than 1 hour or 2 call outs the employee will be paid at the applicable overtime rates.
- (e) A sleepover duty shall not exceed 12 hours.
- (f) All sleepovers must be preapproved by the employee's Director.

17.4 Designated First Aid/ Health & Safety Representative/ Fire Warden

- (a) 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 \$16.60 per week. The weekly allowance payable to employees will increase in accordance with annual collective salary increases as per subclause 12.3(a).

- (b) No allowance will apply where it is a requirement of the employee's position to hold a first aid certificate.
- (c) Employee's fulfilling multiple roles as per clause 17.4(a) will only be entitled to receive the allowance once.

17.5 Adverse Working Conditions Allowance

- (a) Employees responsible for municipal works and trades shall be entitled to receive an allowance of \$0.91 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 17.5(c)(V), 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.

17.6 Relocation Allowance

- (a) 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.

17.7 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, 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.

17.8 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 17.8(a) will be reviewed on an annual basis.

17.9 First Nations Interpreting Allowance

- (a) 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 PS3.1.- Pay Structure Professional Band.

18. 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.

19. Leave

19.1 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.
 - (i) 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.
- (j) The CEO may, in exceptional circumstances only, consider a written application from an employee to cash-in up to 2 weeks of annual leave provided that a balance of at least 4 weeks of annual leave is retained. Approval will only be given once in any 12 month period. In cashing out such leave, the payment made will be equivalent to the amount that would have been payable had the employee taken the leave.

19.2 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.

19.3 Personal/Carers Leave

- (a) For each completed year of service an employee shall be entitled to 12 days of paid personal/carers leave. Casual employees are entitled to 2 days unpaid personal/carers leave per each permissible occasion.
- (b) 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.
- (c) Personal/carer's leave will not accrue on periods of unpaid leave.
- (d) Employees shall be paid their ordinary hourly rate of pay when taking personal/carer's leave.
- (e) 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;
 - (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, or,
 - (iii) an unexpected emergency, serious illness or injury affecting the employee or an immediate family or household member.
- (f) Employees must notify the employer as soon as practicable of any absence due to personal/carer's leave.
- (g) Employees must, if requested by the employer, establish by production of a medical certificate the need for personal leave; where an employee is unable to provide a certificate the employer may accept a statutory declaration as an alternative form of evidence.
- (h) Personal/carers leave is not payable on resignation or termination of employment.
- (i) Where an employee has exhausted their personal/carers leave entitlements the CEO may approve additional unpaid leave for the purpose of personal/carers leave.

19.4 Compassionate Leave (Immediate Family)

- (a) Compassionate leave may be taken when a member of the employee's immediate family or household dies or suffers a life threatening illness or injury.
- (b) Employees shall be entitled to 2 days paid leave per occasion which may be taken as a continuous or non-continuous two day period.
- (c) Casual employees receive unpaid compassionate leave.
- (d) 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.
- (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.

19.5 Kinship Obligation Leave

- (a) First Nations employees can apply for Kinship Obligation Leave for the purposes of ceremonial activities, or, following the death of either an immediate or extended family member.
- (b) Paid Kinship Obligation Leave will not exceed a maximum of 10 days per financial year and is not cumulative.
- (c) Employees must, if requested by the employer, provide reasonable evidence of their obligation to attend cultural or spiritual activities.

- (d) If an employee has exhausted the paid Kinship Obligation leave they may be able to use annual leave or other forms of accrued leave as per the MRC Policy.
- (e) If all other leave types are exhausted, the employer may also grant unpaid leave for Kinship Obligation purposes in line with MRC Policy.
- (f) Employees will not have access to paid Kinship Obligation leave until they have completed a minimum of 3 months service; if an employee applies for cultural leave during their first 3 months of employment they may be granted unpaid leave for this purpose.

19.6 Parental Leave

- (a) Employees can access parental leave if they are giving birth to a child, their spouse or de facto partner gives birth to a child or when an employee adopts a child under 16 years of age.
- (b) The employee must be the primary carer for the child for the entire period of parental leave.
- (c) Eligible employees are entitled to be absent from the workplace up to a total of 104 weeks while accessing various leave types.
- (d) Parental leave may be paid or unpaid leave. Paid leave for this purpose may include maternity, spouse/partner, adoption or annual leave.
- (e) The period of paid parental leave, other than annual leave which is accumulated in accordance with clause 19.1, is calculated on a pro rata basis based on the average hours an employee has worked over the 6 months immediately preceding the period of leave.
- (f) Parental leave is available to all employees who have completed 12 months qualifying service prior to the commencement of leave.
- (g) A further period of paid parental leave is available to an employee who gives birth to another child, their spouse or de facto partner gives birth to another child or they adopted another child.
- (h) Employees who have previously taken parental leave don't have to work another 12 months before they can take another period of parental leave.
- (i) Personal leave is not accessible during the period of parental leave.
- (j) When returning from parental leave the employee is entitled to the same position held by them immediately before commencing leave or, if this position is no longer available, a position comparable in status and salary to that of their former position.
- (k) Employees should provide the employer with written notice at least 10 weeks before commencement of parental leave including proposed start and finishing dates.
- (l) Paid leave entitlements will not accrue while an employee is on unpaid parental leave.

19.6.1 Maternity Leave

- (a) Maternity leave is available to a full or part time employee giving birth to a child where the employee has been employed for a period of 12 months or more before commencement of the leave.
- (b) 8 weeks paid maternity leave will be available, on a pro rata basis in accordance with subclause 19.6(e), to all employees eligible for maternity leave. Employees may elect to take twice the period of leave at half pay.
- (c) All other leave entitlements will continue to accrue during this period of paid leave.

- (d) Maternity leave may be commenced up to 6 weeks before the due date of birth and must commence no later than the day after the birth of the child.
- (e) This leave is in addition to any government paid parental leave scheme the employee may be entitled to.

19.6.2 Spouse/Partner Leave

- (a) Spouse/Partner leave is available to a full time or part time employee who has been employed for a period of at least 12 months before commencement of the leave and is the spouse or de facto partner of a woman giving birth.
- (b) 1 week's paid spouse/partner leave is available, on a pro rata basis in accordance with subclause 19.6(e), to all eligible employees who may elect to take twice the period of leave at half pay.
- (c) Paid Spouse/Partner leave may be commenced at any time between 6 weeks before the due date of birth and 8 weeks immediately following the date of birth.
- (d) Unpaid Spouse/Partner leave will be effective from the date of birth.
- (e) All other leave entitlements will continue to accrue during this period of paid leave.
- (f) This leave is in addition to any government paid parental leave scheme the employee may be entitled to.

19.6.3 Adoption Leave

- (a) Adoption leave is available to a full time or part time employee who is adopting a child and has been employed for at least 12 months before the commencement of the leave.
- (b) 4 weeks paid adoption leave is available to all eligible employees who are the primary caregiver of the child and 1 week of paid leave available to the spouse/partner as per subclause 19.6.2.
- (c) Employees may elect to take twice the period of leave at half pay.
- (d) Eligible employees may take up to 2 days of leave before the adoption, the remaining leave must be taken after the adoption date and within 3 months of the adopted child arriving in the employee's primary residence.
- (e) All other leave entitlements will continue to accrue during this period of paid leave.
- (f) This leave is in addition to any government paid parental leave the employee may be entitled to.

19.7 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 or Director 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.

19.8 Long Service Leave

- (a) 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.

19.9 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.

19.10 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.

19.11 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.

19.12 Cultural and Religious Holidays

- (a) MRC 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.
- (b) Where an MRC 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, TOIL arrangement in accordance with clause 15.4 or apply for accrued annual leave
- (c) All TOIL arrangements for Cultural and Religious holidays must be approved in advance as per clause 15.4.

19.13 Family, Domestic and Sexual Violence Leave

- (a) MRC recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. MRC 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) On approval by the relevant Director, full time and part time employees are entitled to 5 days paid family, domestic and sexual violence leave each financial year (pro-rated for part time employees). This leave:
 - (i) Does not accumulate from year to year if it is not used.
 - (ii) Is available to the employee, in full, when they commence employment with MRC.
 - (iii) Renews in full for each completed year of service.
 - (iv) Can be taken as a single continuous period or separate periods of one or more days.
- (c) The Manager and the employee may agree for an employee to take less than one day at a time. On request an employee may be granted 10 additional unpaid days for the purpose of Family, Domestic and Sexual Violence Leave and/or access accrued annual leave.
- (d) If an employee takes Family, Domestic and Sexual Violence Leave, they have to let their employer know as soon as possible. For Family, Domestic and Sexual Violence Leave this notification can happen after the leave has started. Employees also need to tell their employer how long they expect the leave to last. MRC notes that this may not be the case due to the circumstances of the violence. MRC may ask for evidence for the need of Family, Domestic and Sexual Violence Leave, which can include:
 - (i) Documents issued by the police
 - (ii) Documents issued by a court
 - (iii) Family violence support service documents, or
 - (iv) A Statutory declaration
- (e) Employees experiencing violence from a family member or who are caring for a household member or immediate family member who is experiencing violence from the member's family, have a right to request flexible working arrangements as contained in clause 7.
- (f) If all other leave types are exhausted then the Director may approve an additional 5 days unpaid family, domestic and sexual violence leave. An employee can access paid or unpaid sick or personal/carer's leave as a result of family and domestic violence when the employee has:

- (i) A personal illness or personal injury affecting the employee caused by family, domestic or sexual violence.
- (ii) An unexpected emergency affecting a member of the employee's immediate family or household due to family, domestic or sexual violence.
- (iii) The time an employee is on unpaid leave to deal with family, domestic and sexual violence does not count as service but does not break the employee's continuity of service.

19.14 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.

19.15 Public Holidays

- (a) Employees shall be entitled to public holidays 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
 - Queen'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.
- (b) 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.
- (c) Where an employee is on leave without pay at the time the public holiday occurs, they will not receive payment for the public holiday.
- (d) 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.
- (e) 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.
- (f) 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.

19.16 Unauthorised absences

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Where an employee has an unauthorised absence they will be considered to be on unapproved leave for the period of that absence.

20. 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.

21. 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.

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 1years	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 fails to provide or complete the required period of notice the employer may withhold monies owed to the employee on termination, an amount not exceeding the amount an employee would have been paid under this agreement in respect of the period of notice required by subclause 22.1, less any period of notice actually given by the employee.
- (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:
- being under the influence of alcohol or illegal substances while at work
 - being in possession of alcohol or illegal substances in a prescribed area, including employer provided accommodation
 - theft, fraud, assault, threatening or other criminal behaviour
 - refusing to carry out a lawful and reasonable instruction
 - disregarding or not carrying out work health and safety obligations
 - conducting self in a manner inconsistent with the duties and responsibilities of the position held by the employee
 - behaving in a manner liable to bring the employer into disrepute

22.4 Redundancy

- (a) A redundancy will occur where the employer has made a definite decision that the employee's position is no longer required. The employer shall hold discussions with the affected employee as soon as practicable after the employer has made the definite decision.
- (b) Subject to subclause 11.6(b)(iii), an employee whose employment is terminated by reason of redundancy, is entitled to the following severance pay in respect of a period of continuous service:

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

- (c) Where the employer has offered the employee an alternative position within the employer's organisation which is of comparable skill and accountability levels and where the remuneration is no less than the position previously held by the employee or has obtained acceptable employment of comparable skill status and salary for the employee with another organisation, application may be made to the Fair Work Commission to reduce the amount of redundancy payment made.
- (d) In accordance with the Local Government Industry Award 2020, where an employee is transferred to a lower level position by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former rate of pay and the rate of pay for the number of weeks of notice still owing.

23. Signatories to Agreement

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

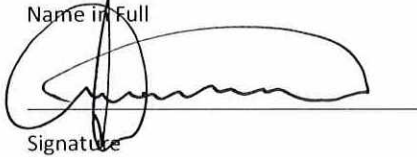
MacDonnell Regional Council:

JEFFERY MACLEOD

CEO

Name in Full

Position



6.5.22

Date

2/1 BAGOT STREET, THE GAP 0870.

Address

Employee Representative:

Zoe Lang

Coordinator project 3 Aquatic
Facilities

Name in Full

Position



6/05/2022

Date

2/1 Bagot Street, The Gap 0870

Address

United Workers Union - Bargaining Representative:

Godfrey Moase

Director - United Workers Union

Name in Full

Position



09/05/2022

Date

Signature

833 Bourke Street, Docklands Vic 3008

Address

Australian Services Union - Bargaining Representative:

Abbie Spencer

SA & NT Branch Secretary

Name in Full

Position



6 May 2022

Date

Signature

41 King William Road, Unley, South Australia SA 5061

Address

Appendix A – Classification Structure

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

Classification Frame Work & Principles

1. 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.
2. 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
3. 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.
4. 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.
5. 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 can not 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

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
OP1	Completion of basic tasks with work closely monitored by the team leader or supervisor	Judgment 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	Not required	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 monitored	Applies standard procedures with few defined options	Job specific skills and knowledge would normally be gained 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 on a daily basis	Judgement is required to follow predetermined 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 the resolution of 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. Qualifications up to Certificate III level are desirable. Short courses including licences and tickets may be required to demonstrate currency of knowledge and skills
OP5	Required to supervise a team of staff including the management of resources, organisation & scheduling of work tasks, responsible for the quality of work produced by the team	Ability to solve problems by analysing a range of options available from internal sources such as policies or procedures, assistance is available within the organisation from a manager or professional/specialist	Positions require considerable knowledge and experience in all aspects of the work area.	Responsible for training and motivating staff to achieve objectives within set timeframes through coaching, mentoring and participating in performance management processes. 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 & expectations.	Previous experience in supervising or managing a team of staff as well as considerable experience within the work area. Formal qualifications although not essential are highly regarded
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	Employees require extensive experience and knowledge in all work aspects	Required to manage staff, programs and/or projects using leadership, mentoring, innovation, evaluation and monitoring skills 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 is required along with considerable supervisory or management experience. Employees are expected to have undertaken suitable qualifications/training to ensure current knowledge and skills are maintained. Diploma level qualifications are desirable

TECHNICAL BAND

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
TT 1	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 the 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
TT 2	Responsible for completing work independently with general guidance given and some scope available to develop own work methods	Skills are required to assess 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
TT 3	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
TT 4	Operate with a considerable degree of independence, working towards achieving designated goals including short term goals for self and a 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 minimum certificate IV level qualification and evidence of ongoing training such as short courses to demonstrate currency of skills and knowledge
TT 5	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

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
PS 1	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.
PS 2	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 improvements 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.
PS 3	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 of 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.
PS 4	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 decisive, 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 O

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
MN O	<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 or 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.</p> <p>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>

MANAGEMENT BAND T

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
MN T	<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/Specialist advice provided by the department or function.</p>	<p>Provides leadership to staff or a function of the organisation.</p> <p>Develop & manage budgets (would typically include more than one function or funding source).</p>		<p>Extensive working experience within a relevant technical field along with previous supervisory / management experience.</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>

MANAGEMENT BAND P

Level	Authority & Accountability	Judgement & Problem Solving	Specialist Knowledge and Skills	Management Skills	Communications & Stakeholder Relations	Qualifications & Experience
MN P	<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 overall performance or functioning of the entire organisation.</p> <p>External advice is typically not referred to.</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>Provides advice on risks identified providing solutions where professional advice is required to mitigate such risks to the Executive Leadership Team.</p>	<p>Employee requires extensive experience and knowledge of legislative requirements and all operations in their department or function.</p> <p>Is a subject matter expert in Professional advice provided by the department or function.</p>	<p>Provides leadership to staff or a function of the organisation.</p> <p>Develop & manage complex 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 industry body. Evidence of ongoing professional development currency of knowledge and skills will also be required.</p>

Appendix B- Pay Structures

Pay Structure - Operational Band

Operational Band

Pay Structure - July 2021

Operational Band				
	Level	Salary	Hourly	Weekly
OP1	OP1.1	\$ 45,204	\$ 22.88	\$ 869.30
	OP1.2	\$ 45,543	\$ 23.05	\$ 875.83
	OP1.3	\$ 45,885	\$ 23.22	\$ 882.40
	OP1.4	\$ 46,228	\$ 23.39	\$ 889.00
	OP1.5	\$ 46,575	\$ 23.57	\$ 895.67
	OP1.6	\$ 46,925	\$ 23.75	\$ 902.40
	OP1.7	\$ 47,276	\$ 23.93	\$ 909.16
	OP1.8	\$ 47,631	\$ 24.10	\$ 915.98
	OP1.9	\$ 47,988	\$ 24.29	\$ 922.85
	OP1.10	\$ 48,348	\$ 24.47	\$ 929.77
OP2	OP2.1	\$ 51,590	\$ 26.11	\$ 992.12
	OP2.2	\$ 51,978	\$ 26.30	\$ 999.57
	OP2.3	\$ 52,367	\$ 26.50	\$ 1,007.06
	OP2.4	\$ 52,760	\$ 26.70	\$ 1,014.61
	OP2.5	\$ 53,156	\$ 26.90	\$ 1,022.22
	OP2.6	\$ 53,554	\$ 27.10	\$ 1,029.89
	OP2.7	\$ 53,956	\$ 27.31	\$ 1,037.62
	OP2.8	\$ 54,361	\$ 27.51	\$ 1,045.41
	OP2.9	\$ 54,768	\$ 27.72	\$ 1,053.23
	OP2.10	\$ 55,179	\$ 27.92	\$ 1,061.14
OP3	OP3.1	\$ 58,800	\$ 29.76	\$ 1,130.77
	OP3.2	\$ 59,241	\$ 29.98	\$ 1,139.24
	OP3.3	\$ 59,685	\$ 30.21	\$ 1,147.80
	OP3.4	\$ 60,133	\$ 30.43	\$ 1,156.41
	OP3.5	\$ 60,584	\$ 30.66	\$ 1,165.08
	OP3.6	\$ 61,038	\$ 30.89	\$ 1,173.81
	OP3.7	\$ 61,496	\$ 31.12	\$ 1,182.62
	OP3.8	\$ 61,957	\$ 31.35	\$ 1,191.49
	OP3.9	\$ 62,422	\$ 31.59	\$ 1,200.42
	OP3.10	\$ 62,890	\$ 31.83	\$ 1,209.42
OP4	OP4.1	\$ 65,403	\$ 33.10	\$ 1,257.75
	OP4.2	\$ 65,894	\$ 33.35	\$ 1,267.19
	OP4.3	\$ 66,388	\$ 33.60	\$ 1,276.69
	OP4.4	\$ 66,886	\$ 33.85	\$ 1,286.27
	OP4.5	\$ 67,388	\$ 34.10	\$ 1,295.92
	OP4.6	\$ 67,893	\$ 34.36	\$ 1,305.63
	OP4.7	\$ 68,402	\$ 34.62	\$ 1,315.43
	OP4.8	\$ 68,915	\$ 34.88	\$ 1,325.30
	OP4.9	\$ 69,432	\$ 35.14	\$ 1,335.23
	OP4.10	\$ 69,952	\$ 35.40	\$ 1,345.24
OP5	OP5.1	\$ 72,665	\$ 36.77	\$ 1,397.40
	OP5.2	\$ 73,210	\$ 37.05	\$ 1,407.88
	OP5.3	\$ 73,759	\$ 37.33	\$ 1,418.44
	OP5.4	\$ 74,312	\$ 37.61	\$ 1,429.08
	OP5.5	\$ 74,871	\$ 37.89	\$ 1,439.82
	OP5.6	\$ 75,432	\$ 38.17	\$ 1,450.61
	OP5.7	\$ 75,997	\$ 38.46	\$ 1,461.49
	OP5.8	\$ 76,567	\$ 38.75	\$ 1,472.44
	OP5.9	\$ 77,141	\$ 39.04	\$ 1,483.49
	OP5.10	\$ 77,720	\$ 39.33	\$ 1,494.62
OP6	OP6.1	\$ 80,735	\$ 40.86	\$ 1,552.59
	OP6.2	\$ 81,340	\$ 41.16	\$ 1,564.23
	OP6.3	\$ 81,949	\$ 41.47	\$ 1,575.95
	OP6.4	\$ 82,565	\$ 41.78	\$ 1,587.79
	OP6.5	\$ 83,183	\$ 42.10	\$ 1,599.68
	OP6.6	\$ 83,807	\$ 42.41	\$ 1,611.68
	OP6.7	\$ 84,436	\$ 42.73	\$ 1,623.77
	OP6.8	\$ 85,069	\$ 43.05	\$ 1,635.94
	OP6.9	\$ 85,707	\$ 43.37	\$ 1,648.21
	OP6.10	\$ 86,350	\$ 43.70	\$ 1,660.58

Pay Structure - July 2022

Operational Band				
	Level	Salary	Hourly	Weekly
OP1	OP1.1	\$ 45,995	\$ 23.28	\$ 884.51
	OP1.2	\$ 46,340	\$ 23.45	\$ 891.16
	OP1.3	\$ 46,688	\$ 23.63	\$ 897.84
	OP1.4	\$ 47,037	\$ 23.80	\$ 904.56
	OP1.5	\$ 47,390	\$ 23.98	\$ 911.34
	OP1.6	\$ 47,746	\$ 24.16	\$ 918.19
	OP1.7	\$ 48,104	\$ 24.34	\$ 925.07
	OP1.8	\$ 48,464	\$ 24.53	\$ 932.01
	OP1.9	\$ 48,828	\$ 24.71	\$ 939.00
	OP1.10	\$ 49,194	\$ 24.90	\$ 946.04
OP2	OP2.1	\$ 52,493	\$ 26.57	\$ 1,009.48
	OP2.2	\$ 52,887	\$ 26.76	\$ 1,017.06
	OP2.3	\$ 53,284	\$ 26.97	\$ 1,024.69
	OP2.4	\$ 53,683	\$ 27.17	\$ 1,032.37
	OP2.5	\$ 54,086	\$ 27.37	\$ 1,040.11
	OP2.6	\$ 54,492	\$ 27.58	\$ 1,047.92
	OP2.7	\$ 54,901	\$ 27.78	\$ 1,055.78
	OP2.8	\$ 55,313	\$ 27.99	\$ 1,063.70
	OP2.9	\$ 55,727	\$ 28.20	\$ 1,071.67
	OP2.10	\$ 56,145	\$ 28.41	\$ 1,079.71
OP3	OP3.1	\$ 59,829	\$ 30.28	\$ 1,150.56
	OP3.2	\$ 60,277	\$ 30.50	\$ 1,159.18
	OP3.3	\$ 60,730	\$ 30.73	\$ 1,167.88
	OP3.4	\$ 61,186	\$ 30.96	\$ 1,176.65
	OP3.5	\$ 61,644	\$ 31.20	\$ 1,185.47
	OP3.6	\$ 62,106	\$ 31.43	\$ 1,194.35
	OP3.7	\$ 62,572	\$ 31.67	\$ 1,203.32
	OP3.8	\$ 63,042	\$ 31.90	\$ 1,212.34
	OP3.9	\$ 63,514	\$ 32.14	\$ 1,221.42
	OP3.10	\$ 63,990	\$ 32.38	\$ 1,230.59
OP4	OP4.1	\$ 66,548	\$ 33.68	\$ 1,279.76
	OP4.2	\$ 67,047	\$ 33.93	\$ 1,289.37
	OP4.3	\$ 67,550	\$ 34.19	\$ 1,299.03
	OP4.4	\$ 68,056	\$ 34.44	\$ 1,308.78
	OP4.5	\$ 68,567	\$ 34.70	\$ 1,318.60
	OP4.6	\$ 69,081	\$ 34.96	\$ 1,328.48
	OP4.7	\$ 69,599	\$ 35.22	\$ 1,338.45
	OP4.8	\$ 70,121	\$ 35.49	\$ 1,348.49
	OP4.9	\$ 70,647	\$ 35.75	\$ 1,358.59
	OP4.10	\$ 71,176	\$ 36.02	\$ 1,368.78
OP5	OP5.1	\$ 73,937	\$ 37.42	\$ 1,421.86
	OP5.2	\$ 74,491	\$ 37.70	\$ 1,432.52
	OP5.3	\$ 75,050	\$ 37.98	\$ 1,443.27
	OP5.4	\$ 75,613	\$ 38.27	\$ 1,454.09
	OP5.5	\$ 76,181	\$ 38.55	\$ 1,465.01
	OP5.6	\$ 76,752	\$ 38.84	\$ 1,476.00
	OP5.7	\$ 77,327	\$ 39.13	\$ 1,487.06
	OP5.8	\$ 77,907	\$ 39.43	\$ 1,498.21
	OP5.9	\$ 78,491	\$ 39.72	\$ 1,509.45
	OP5.10	\$ 79,080	\$ 40.02	\$ 1,520.78
OP6	OP6.1	\$ 82,147	\$ 41.57	\$ 1,579.76
	OP6.2	\$ 82,763	\$ 41.88	\$ 1,591.60
	OP6.3	\$ 83,383	\$ 42.20	\$ 1,603.53
	OP6.4	\$ 84,010	\$ 42.52	\$ 1,615.57
	OP6.5	\$ 84,639	\$ 42.83	\$ 1,627.68
	OP6.6	\$ 85,274	\$ 43.15	\$ 1,639.88
	OP6.7	\$ 85,914	\$ 43.48	\$ 1,652.19
	OP6.8	\$ 86,558	\$ 43.80	\$ 1,664.57
	OP6.9	\$ 87,207	\$ 44.13	\$ 1,677.05
	OP6.10	\$ 87,861	\$ 44.46	\$ 1,689.64

Pay Structure - July 2023

Operational Band				
	Level	Salary	Hourly	Weekly
OP1	OP1.1	\$ 46,800	\$ 23.68	\$ 899.95
	OP1.2	\$ 47,151	\$ 23.86	\$ 906.75
	OP1.3	\$ 47,505	\$ 24.04	\$ 913.55
	OP1.4	\$ 47,860	\$ 24.22	\$ 920.35
	OP1.5	\$ 48,219	\$ 24.40	\$ 927.25
	OP1.6	\$ 48,581	\$ 24.59	\$ 934.26
	OP1.7	\$ 48,945	\$ 24.77	\$ 941.26
	OP1.8	\$ 49,313	\$ 24.96	\$ 948.32
	OP1.9	\$ 49,682	\$ 25.14	\$ 955.43
	OP1.10	\$ 50,055	\$ 25.33	\$ 962.60
OP2	OP2.1	\$ 53,412	\$ 27.03	\$ 1,027.15
	OP2.2	\$ 53,813	\$ 27.23	\$ 1,034.86
	OP2.3	\$ 54,216	\$ 27.44	\$ 1,042.62
	OP2.4	\$ 54,623	\$ 27.64	\$ 1,050.44
	OP2.5	\$ 55,032	\$ 27.85	\$ 1,058.32
	OP2.6	\$ 55,445	\$ 28.06	\$ 1,066.26
	OP2.7	\$ 55,861	\$ 28.27	\$ 1,074.26
	OP2.8	\$ 56,281	\$ 28.48	\$ 1,082.32
	OP2.9	\$ 56,702	\$ 28.70	\$ 1,090.42
	OP2.10	\$ 57,127	\$ 28.91	\$ 1,098.60
OP3	OP3.1	\$ 60,876	\$ 30.81	\$ 1,170.65
	OP3.2	\$ 61,332	\$ 31.04	\$ 1,179.46
	OP3.3	\$ 61,793	\$ 31.27	\$ 1,188.32
	OP3.4	\$ 62,256	\$ 31.51	\$ 1,197.24
	OP3.5	\$ 62,723	\$ 31.74	\$ 1,206.21
	OP3.6	\$ 63,193	\$ 31.98	\$ 1,215.25
	OP3.7	\$ 63,667	\$ 32.22	\$ 1,224.37
	OP3.8	\$ 64,145	\$ 32.46	\$ 1,233.55
	OP3.9	\$ 64,625	\$ 32.71	\$ 1,242.80
	OP3.10	\$ 65,110	\$ 32.95	\$ 1,252.12
OP4	OP4.1	\$ 67,712	\$ 34.27	\$ 1,302.16
	OP4.2	\$ 68,220	\$ 34.52	\$ 1,311.93
	OP4.3	\$ 68,732	\$ 34.78	\$ 1,321.76
	OP4.4	\$ 69,247	\$ 35.04	\$ 1,331.66
	OP4.5	\$ 69,767	\$ 35.31	\$ 1,341.67
	OP4.6	\$ 70,290	\$ 35.57	\$ 1,351.73
	OP4.7	\$ 70,817	\$ 35.84	\$ 1,361.87
	OP4.8	\$ 71,349	\$ 36.11	\$ 1,372.05
	OP4.9	\$ 71,883	\$ 36.38	\$ 1,382.37
	OP4.10	\$ 72,422	\$ 36.65	\$ 1,392.73
OP5	OP5.1	\$ 75,231	\$ 38.07	\$ 1,446.74
	OP5.2	\$ 75,795	\$ 38.36	\$ 1,457.55
	OP5.3	\$ 76,363	\$ 38.65	\$ 1,468.52
	OP5.4	\$ 76,936	\$ 38.94	\$ 1,479.54
	OP5.5	\$ 77,514	\$ 39.23	\$ 1,490.65
	OP5.6	\$ 78,095	\$ 39.52	\$ 1,501.83
	OP5.7	\$ 78,680	\$ 39.82	\$ 1,513.05
	OP5.8	\$ 79,270	\$ 40.12	\$ 1,524.43
	OP5.9	\$ 79,865	\$ 40.42	\$ 1,535.87
	OP5.10	\$ 80,464	\$ 40.72	\$ 1,547.39
OP6	OP6.1	\$ 83,585	\$ 42.30	\$ 1,607.40
	OP6.2	\$ 84,212	\$ 42.62	\$ 1,619.46
	OP6.3	\$ 84,843	\$ 42.94	\$ 1,631.55
	OP6.4	\$ 85,480	\$ 43.26	\$ 1,643.84
	OP6.5	\$ 86,120	\$ 43.58	\$ 1,656.16
	OP6.6	\$ 86,766	\$ 43.91	\$ 1,668.58
	OP6.7	\$ 87,417	\$ 44.24	\$ 1,681.10
	OP6.8	\$ 88,072	\$ 44.57	\$ 1,693.70
	OP6.9	\$ 88,733	\$ 44.91	\$ 1,706.40
	OP6.10	\$ 89,399	\$ 45.24	\$ 1,719.21

Pay Structure - Technical Band

Technical Band

Pay Structure - July 2021				
Technical Band				
	Level	Salary	Hourly	Weekly
TT1	TT1.1	\$52,871	\$ 26.76	\$ 1,016.76
	TT1.2	\$53,268	\$ 26.96	\$ 1,024.39
	TT1.3	\$53,667	\$ 27.16	\$ 1,032.06
	TT1.4	\$54,070	\$ 27.36	\$ 1,039.80
	TT1.5	\$54,476	\$ 27.57	\$ 1,047.61
	TT1.6	\$54,884	\$ 27.78	\$ 1,055.46
	TT1.7	\$55,296	\$ 27.98	\$ 1,063.38
	TT1.8	\$55,710	\$ 28.19	\$ 1,071.34
	TT1.9	\$56,128	\$ 28.40	\$ 1,079.39
	TT1.10	\$56,549	\$ 28.62	\$ 1,087.49
TT2	TT2.1	\$58,742	\$ 29.73	\$ 1,129.65
	TT2.2	\$59,182	\$ 29.95	\$ 1,138.12
	TT2.3	\$59,626	\$ 30.18	\$ 1,146.66
	TT2.4	\$60,074	\$ 30.40	\$ 1,155.27
	TT2.5	\$60,524	\$ 30.63	\$ 1,163.92
	TT2.6	\$60,978	\$ 30.86	\$ 1,172.65
	TT2.7	\$61,435	\$ 31.09	\$ 1,181.44
	TT2.8	\$61,896	\$ 31.32	\$ 1,190.31
	TT2.9	\$62,360	\$ 31.56	\$ 1,199.24
	TT2.10	\$62,828	\$ 31.80	\$ 1,208.22
TT3	TT3.1	\$65,263	\$ 33.03	\$ 1,255.06
	TT3.2	\$65,753	\$ 33.28	\$ 1,264.48
	TT3.3	\$66,246	\$ 33.53	\$ 1,273.96
	TT3.4	\$66,743	\$ 33.78	\$ 1,283.51
	TT3.5	\$67,243	\$ 34.03	\$ 1,293.13
	TT3.6	\$67,748	\$ 34.29	\$ 1,302.84
	TT3.7	\$68,256	\$ 34.54	\$ 1,312.61
	TT3.8	\$68,767	\$ 34.80	\$ 1,322.45
	TT3.9	\$69,284	\$ 35.06	\$ 1,332.38
	TT3.10	\$69,803	\$ 35.33	\$ 1,342.37
TT4	TT4.1	\$72,508	\$ 36.69	\$ 1,394.38
	TT4.2	\$73,051	\$ 36.97	\$ 1,404.84
	TT4.3	\$73,600	\$ 37.25	\$ 1,415.38
	TT4.4	\$74,152	\$ 37.53	\$ 1,425.99
	TT4.5	\$74,708	\$ 37.81	\$ 1,436.69
	TT4.6	\$75,268	\$ 38.09	\$ 1,447.47
	TT4.7	\$75,833	\$ 38.38	\$ 1,458.32
	TT4.8	\$76,401	\$ 38.66	\$ 1,469.25
	TT4.9	\$76,974	\$ 38.95	\$ 1,480.27
	TT4.10	\$77,552	\$ 39.25	\$ 1,491.38
TT5	TT5.1	\$80,555	\$ 40.77	\$ 1,549.13
	TT5.2	\$81,159	\$ 41.07	\$ 1,560.75
	TT5.3	\$81,767	\$ 41.38	\$ 1,572.45
	TT5.4	\$82,381	\$ 41.69	\$ 1,584.25
	TT5.5	\$82,998	\$ 42.00	\$ 1,596.12
	TT5.6	\$83,621	\$ 42.32	\$ 1,608.10
	TT5.7	\$84,248	\$ 42.64	\$ 1,620.15
	TT5.8	\$84,880	\$ 42.96	\$ 1,632.30
	TT5.9	\$85,517	\$ 43.28	\$ 1,644.55
	TT5.10	\$86,158	\$ 43.60	\$ 1,656.88

Pay Structure - July 2022				
Technical Band				
	Level	Salary	Hourly	Weekly
TT1	TT1.1	\$53,797	\$ 27.23	\$ 1,034.55
	TT1.2	\$54,200	\$ 27.43	\$ 1,042.31
	TT1.3	\$54,606	\$ 27.63	\$ 1,050.12
	TT1.4	\$55,016	\$ 27.84	\$ 1,058.00
	TT1.5	\$55,429	\$ 28.05	\$ 1,065.94
	TT1.6	\$55,844	\$ 28.26	\$ 1,073.93
	TT1.7	\$56,263	\$ 28.47	\$ 1,081.99
	TT1.8	\$56,685	\$ 28.69	\$ 1,090.09
	TT1.9	\$57,110	\$ 28.90	\$ 1,098.28
	TT1.10	\$57,539	\$ 29.12	\$ 1,106.52
TT2	TT2.1	\$59,770	\$ 30.25	\$ 1,149.42
	TT2.2	\$60,218	\$ 30.47	\$ 1,158.04
	TT2.3	\$60,670	\$ 30.70	\$ 1,166.72
	TT2.4	\$61,125	\$ 30.93	\$ 1,175.48
	TT2.5	\$61,583	\$ 31.17	\$ 1,184.29
	TT2.6	\$62,045	\$ 31.40	\$ 1,193.17
	TT2.7	\$62,510	\$ 31.63	\$ 1,202.11
	TT2.8	\$62,979	\$ 31.87	\$ 1,211.14
	TT2.9	\$63,452	\$ 32.11	\$ 1,220.22
	TT2.10	\$63,927	\$ 32.35	\$ 1,229.37
TT3	TT3.1	\$66,405	\$ 33.61	\$ 1,277.02
	TT3.2	\$66,904	\$ 33.86	\$ 1,286.61
	TT3.3	\$67,405	\$ 34.11	\$ 1,296.25
	TT3.4	\$67,911	\$ 34.37	\$ 1,305.97
	TT3.5	\$68,419	\$ 34.63	\$ 1,315.76
	TT3.6	\$68,933	\$ 34.89	\$ 1,325.64
	TT3.7	\$69,450	\$ 35.15	\$ 1,335.59
	TT3.8	\$69,971	\$ 35.41	\$ 1,345.59
	TT3.9	\$70,496	\$ 35.68	\$ 1,355.69
	TT3.10	\$71,025	\$ 35.94	\$ 1,365.86
TT4	TT4.1	\$73,776	\$ 37.34	\$ 1,418.78
	TT4.2	\$74,330	\$ 37.62	\$ 1,429.42
	TT4.3	\$74,888	\$ 37.90	\$ 1,440.15
	TT4.4	\$75,449	\$ 38.18	\$ 1,450.95
	TT4.5	\$76,015	\$ 38.47	\$ 1,461.83
	TT4.6	\$76,585	\$ 38.76	\$ 1,472.80
	TT4.7	\$77,160	\$ 39.05	\$ 1,483.84
	TT4.8	\$77,738	\$ 39.34	\$ 1,494.97
	TT4.9	\$78,321	\$ 39.64	\$ 1,506.17
	TT4.10	\$78,909	\$ 39.93	\$ 1,517.47
TT5	TT5.1	\$81,964	\$ 41.48	\$ 1,576.24
	TT5.2	\$82,579	\$ 41.79	\$ 1,588.06
	TT5.3	\$83,198	\$ 42.10	\$ 1,599.97
	TT5.4	\$83,822	\$ 42.42	\$ 1,611.97
	TT5.5	\$84,451	\$ 42.74	\$ 1,624.05
	TT5.6	\$85,084	\$ 43.06	\$ 1,636.24
	TT5.7	\$85,722	\$ 43.38	\$ 1,648.50
	TT5.8	\$86,365	\$ 43.71	\$ 1,660.87
	TT5.9	\$87,013	\$ 44.04	\$ 1,673.33
	TT5.10	\$87,666	\$ 44.37	\$ 1,685.88

Pay Structure - July 2023				
Technical Band				
	Level	Salary	Hourly	Weekly
TT1	TT1.1	\$54,738	\$27.70	\$ 1,052.66
	TT1.2	\$55,149	\$27.91	\$ 1,060.55
	TT1.3	\$55,562	\$28.12	\$ 1,068.49
	TT1.4	\$55,979	\$28.33	\$ 1,076.52
	TT1.5	\$56,399	\$28.54	\$ 1,084.60
	TT1.6	\$56,821	\$28.76	\$ 1,092.72
	TT1.7	\$57,248	\$28.97	\$ 1,100.92
	TT1.8	\$57,677	\$29.19	\$ 1,109.17
	TT1.9	\$58,110	\$29.41	\$ 1,117.50
	TT1.10	\$58,546	\$29.63	\$ 1,125.88
TT2	TT2.1	\$60,816	\$30.78	\$ 1,169.53
	TT2.2	\$61,272	\$31.01	\$ 1,178.30
	TT2.3	\$61,731	\$31.24	\$ 1,187.14
	TT2.4	\$62,195	\$31.48	\$ 1,196.06
	TT2.5	\$62,661	\$31.71	\$ 1,205.01
	TT2.6	\$63,131	\$31.95	\$ 1,214.05
	TT2.7	\$63,604	\$32.19	\$ 1,223.15
	TT2.8	\$64,081	\$32.43	\$ 1,232.33
	TT2.9	\$64,562	\$32.67	\$ 1,241.58
	TT2.10	\$65,046	\$32.92	\$ 1,250.88
TT3	TT3.1	\$67,567	\$34.19	\$ 1,299.37
	TT3.2	\$68,074	\$34.45	\$ 1,309.12
	TT3.3	\$68,585	\$34.71	\$ 1,318.93
	TT3.4	\$69,099	\$34.97	\$ 1,328.83
	TT3.5	\$69,617	\$35.23	\$ 1,338.78
	TT3.6	\$70,140	\$35.50	\$ 1,348.84
	TT3.7	\$70,666	\$35.76	\$ 1,358.96
	TT3.8	\$71,195	\$36.03	\$ 1,369.14
	TT3.9	\$71,730	\$36.30	\$ 1,379.42
	TT3.10	\$72,267	\$36.57	\$ 1,389.76
TT4	TT4.1	\$75,067	\$37.99	\$ 1,443.61
	TT4.2	\$75,631	\$38.27	\$ 1,454.44
	TT4.3	\$76,198	\$38.56	\$ 1,465.35
	TT4.4	\$76,770	\$38.85	\$ 1,476.34
	TT4.5	\$77,346	\$39.14	\$ 1,487.42
	TT4.6	\$77,926	\$39.44	\$ 1,498.57
	TT4.7	\$78,510	\$39.73	\$ 1,509.81
	TT4.8	\$79,099	\$40.03	\$ 1,521.13
	TT4.9	\$79,691	\$40.33	\$ 1,532.53
	TT4.10	\$80,290	\$40.63	\$ 1,544.03
TT5	TT5.1	\$83,399	\$42.21	\$ 1,603.82
	TT5.2	\$84,024	\$42.52	\$ 1,615.85
	TT5.3	\$84,654	\$42.84	\$ 1,627.96
	TT5.4	\$85,289	\$43.16	\$ 1,640.18
	TT5.5	\$85,929	\$43.49	\$ 1,652.48
	TT5.6	\$86,573	\$43.81	\$ 1,664.87
	TT5.7	\$87,222	\$44.14	\$ 1,677.35
	TT5.8	\$87,877	\$44.47	\$ 1,689.93
	TT5.9	\$88,536	\$44.81	\$ 1,702.62
	TT5.10	\$89,200	\$45.14	\$ 1,715.38

Pay Structure - Professional Band

Professional Band

Pay Structure - July 2021

Professional Band				
	Level	Salary	Hourly	Weekly
PS1	PS1.1	\$ 71,554	\$ 36.21	\$ 1,376.03
	PS1.2	\$ 72,090	\$ 36.48	\$ 1,386.35
	PS1.3	\$ 72,631	\$ 36.76	\$ 1,396.75
	PS1.4	\$ 73,176	\$ 37.03	\$ 1,407.24
	PS1.5	\$ 73,724	\$ 37.31	\$ 1,417.77
	PS1.6	\$ 74,277	\$ 37.59	\$ 1,428.41
	PS1.7	\$ 74,835	\$ 37.87	\$ 1,439.13
	PS1.8	\$ 75,396	\$ 38.16	\$ 1,449.92
	PS1.9	\$ 75,962	\$ 38.44	\$ 1,460.80
	PS1.10	\$ 76,531	\$ 38.73	\$ 1,471.75
PS2	PS2.1	\$ 79,494	\$ 40.23	\$ 1,528.74
	PS2.2	\$ 80,090	\$ 40.53	\$ 1,540.20
	PS2.3	\$ 80,691	\$ 40.84	\$ 1,551.74
	PS2.4	\$ 81,296	\$ 41.14	\$ 1,563.38
	PS2.5	\$ 81,905	\$ 41.45	\$ 1,575.10
	PS2.6	\$ 82,520	\$ 41.76	\$ 1,586.92
	PS2.7	\$ 83,138	\$ 42.07	\$ 1,598.82
	PS2.8	\$ 83,762	\$ 42.39	\$ 1,610.81
	PS2.9	\$ 84,391	\$ 42.71	\$ 1,622.90
	PS2.10	\$ 85,024	\$ 43.03	\$ 1,635.08
PS3	PS3.1	\$ 88,313	\$ 44.69	\$ 1,698.33
	PS3.2	\$ 88,975	\$ 45.03	\$ 1,711.06
	PS3.3	\$ 89,643	\$ 45.37	\$ 1,723.90
	PS3.4	\$ 90,315	\$ 45.71	\$ 1,736.83
	PS3.5	\$ 90,992	\$ 46.05	\$ 1,749.85
	PS3.6	\$ 91,675	\$ 46.39	\$ 1,762.99
	PS3.7	\$ 92,362	\$ 46.74	\$ 1,776.20
	PS3.8	\$ 93,055	\$ 47.09	\$ 1,789.51
	PS3.9	\$ 93,753	\$ 47.45	\$ 1,802.94
	PS3.10	\$ 94,457	\$ 47.80	\$ 1,816.47
PS4	PS4.1	\$ 98,112	\$ 49.65	\$ 1,886.77
	PS4.2	\$ 98,848	\$ 50.02	\$ 1,900.93
	PS4.3	\$ 99,589	\$ 50.40	\$ 1,915.18
	PS4.4	\$ 100,336	\$ 50.78	\$ 1,929.54
	PS4.5	\$ 101,088	\$ 51.16	\$ 1,944.01
	PS4.6	\$ 101,847	\$ 51.54	\$ 1,958.60
	PS4.7	\$ 102,611	\$ 51.93	\$ 1,973.29
	PS4.8	\$ 103,380	\$ 52.32	\$ 1,988.07
	PS4.9	\$ 104,156	\$ 52.71	\$ 2,003.00
	PS4.10	\$ 104,937	\$ 53.11	\$ 2,018.02

Pay Structure - July 2022

Professional Band				
	Level	Salary	Hourly	Weekly
PS1	PS1.1	\$ 72,806	\$ 36.84	\$ 1,400.11
	PS1.2	\$ 73,352	\$ 37.12	\$ 1,410.61
	PS1.3	\$ 73,902	\$ 37.40	\$ 1,421.20
	PS1.4	\$ 74,457	\$ 37.68	\$ 1,431.86
	PS1.5	\$ 75,014	\$ 37.96	\$ 1,442.59
	PS1.6	\$ 75,577	\$ 38.25	\$ 1,453.41
	PS1.7	\$ 76,144	\$ 38.53	\$ 1,464.31
	PS1.8	\$ 76,716	\$ 38.82	\$ 1,475.30
	PS1.9	\$ 77,291	\$ 39.11	\$ 1,486.36
	PS1.10	\$ 77,870	\$ 39.41	\$ 1,497.51
PS2	PS2.1	\$ 80,885	\$ 40.93	\$ 1,555.49
	PS2.2	\$ 81,492	\$ 41.24	\$ 1,567.15
	PS2.3	\$ 82,103	\$ 41.55	\$ 1,578.90
	PS2.4	\$ 82,719	\$ 41.86	\$ 1,590.74
	PS2.5	\$ 83,339	\$ 42.18	\$ 1,602.67
	PS2.6	\$ 83,964	\$ 42.49	\$ 1,614.69
	PS2.7	\$ 84,593	\$ 42.81	\$ 1,626.80
	PS2.8	\$ 85,228	\$ 43.13	\$ 1,639.00
	PS2.9	\$ 85,868	\$ 43.46	\$ 1,651.30
	PS2.10	\$ 86,512	\$ 43.78	\$ 1,663.69
PS3	PS3.1	\$ 89,859	\$ 45.48	\$ 1,728.05
	PS3.2	\$ 90,532	\$ 45.82	\$ 1,741.00
	PS3.3	\$ 91,211	\$ 46.16	\$ 1,754.06
	PS3.4	\$ 91,896	\$ 46.51	\$ 1,767.23
	PS3.5	\$ 92,585	\$ 46.85	\$ 1,780.47
	PS3.6	\$ 93,280	\$ 47.21	\$ 1,793.84
	PS3.7	\$ 93,979	\$ 47.56	\$ 1,807.28
	PS3.8	\$ 94,683	\$ 47.92	\$ 1,820.83
	PS3.9	\$ 95,394	\$ 48.28	\$ 1,834.49
	PS3.10	\$ 96,109	\$ 48.64	\$ 1,848.26
PS4	PS4.1	\$ 99,829	\$ 50.52	\$ 1,919.79
	PS4.2	\$ 100,578	\$ 50.90	\$ 1,934.19
	PS4.3	\$ 101,332	\$ 51.28	\$ 1,948.70
	PS4.4	\$ 102,092	\$ 51.67	\$ 1,963.30
	PS4.5	\$ 102,857	\$ 52.05	\$ 1,978.03
	PS4.6	\$ 103,629	\$ 52.44	\$ 1,992.87
	PS4.7	\$ 104,407	\$ 52.84	\$ 2,007.82
	PS4.8	\$ 105,189	\$ 53.23	\$ 2,022.87
	PS4.9	\$ 105,979	\$ 53.63	\$ 2,038.05
	PS4.10	\$ 106,774	\$ 54.04	\$ 2,053.34

Pay Structure - July 2023

Professional Band				
	Level	Salary	Hourly	Weekly
PS1	PS1.1	\$ 74,080	\$ 37.49	\$ 1,424.61
	PS1.2	\$ 74,636	\$ 37.77	\$ 1,435.30
	PS1.3	\$ 75,196	\$ 38.05	\$ 1,446.07
	PS1.4	\$ 75,760	\$ 38.34	\$ 1,456.92
	PS1.5	\$ 76,327	\$ 38.63	\$ 1,467.83
	PS1.6	\$ 76,900	\$ 38.92	\$ 1,478.84
	PS1.7	\$ 77,477	\$ 39.21	\$ 1,489.94
	PS1.8	\$ 78,058	\$ 39.50	\$ 1,501.12
	PS1.9	\$ 78,643	\$ 39.80	\$ 1,512.37
	PS1.10	\$ 79,233	\$ 40.10	\$ 1,523.71
PS2	PS2.1	\$ 82,301	\$ 41.65	\$ 1,582.71
	PS2.2	\$ 82,918	\$ 41.96	\$ 1,594.58
	PS2.3	\$ 83,539	\$ 42.28	\$ 1,606.53
	PS2.4	\$ 84,166	\$ 42.59	\$ 1,618.58
	PS2.5	\$ 84,797	\$ 42.91	\$ 1,630.71
	PS2.6	\$ 85,433	\$ 43.24	\$ 1,642.95
	PS2.7	\$ 86,074	\$ 43.56	\$ 1,655.26
	PS2.8	\$ 86,720	\$ 43.89	\$ 1,667.68
	PS2.9	\$ 87,371	\$ 44.22	\$ 1,680.20
	PS2.10	\$ 88,026	\$ 44.55	\$ 1,692.80
PS3	PS3.1	\$ 91,431	\$ 46.27	\$ 1,758.29
	PS3.2	\$ 92,116	\$ 46.62	\$ 1,771.47
	PS3.3	\$ 92,808	\$ 46.97	\$ 1,784.76
	PS3.4	\$ 93,504	\$ 47.32	\$ 1,798.16
	PS3.5	\$ 94,205	\$ 47.67	\$ 1,811.63
	PS3.6	\$ 94,912	\$ 48.03	\$ 1,825.23
	PS3.7	\$ 95,623	\$ 48.39	\$ 1,838.91
	PS3.8	\$ 96,340	\$ 48.76	\$ 1,852.69
	PS3.9	\$ 97,063	\$ 49.12	\$ 1,866.60
	PS3.10	\$ 97,791	\$ 49.49	\$ 1,880.60
PS4	PS4.1	\$ 101,576	\$ 51.40	\$ 1,953.38
	PS4.2	\$ 102,338	\$ 51.79	\$ 1,968.04
	PS4.3	\$ 103,106	\$ 52.18	\$ 1,982.80
	PS4.4	\$ 103,878	\$ 52.57	\$ 1,997.66
	PS4.5	\$ 104,657	\$ 52.96	\$ 2,012.64
	PS4.6	\$ 105,443	\$ 53.36	\$ 2,027.75
	PS4.7	\$ 106,234	\$ 53.76	\$ 2,042.96
	PS4.8	\$ 107,030	\$ 54.16	\$ 2,058.27
	PS4.9	\$ 107,833	\$ 54.57	\$ 2,073.72
	PS4.10	\$ 108,642	\$ 54.98	\$ 2,089.27

Pay Structure -Management Band

Management Band

Pay Structure - July 2021				
Management Band O				
	Level	Salary	Hourly	Weekly
MNO	MNO.1	\$ 101,588	\$ 51.41	\$ 1,953.62
	MNO.2	\$ 102,350	\$ 51.80	\$ 1,968.27
	MNO.3	\$ 103,117	\$ 52.18	\$ 1,983.02
	MNO.4	\$ 103,891	\$ 52.58	\$ 1,997.91
	MNO.5	\$ 104,670	\$ 52.97	\$ 2,012.89
	MNO.6	\$ 105,456	\$ 53.37	\$ 2,027.99
	MNO.7	\$ 106,246	\$ 53.77	\$ 2,043.19
	MNO.8	\$ 107,042	\$ 54.17	\$ 2,058.51
	MNO.9	\$ 107,846	\$ 54.58	\$ 2,073.96
	MNO.10	\$ 108,655	\$ 54.99	\$ 2,089.52
Management Band T				
	Level	Salary	Hourly	Weekly
MNT	MNT.1	\$ 105,623	\$ 53.45	\$ 2,031.22
	MNT.2	\$ 106,416	\$ 53.85	\$ 2,046.46
	MNT.3	\$ 107,213	\$ 54.26	\$ 2,061.79
	MNT.4	\$ 108,018	\$ 54.66	\$ 2,077.27
	MNT.5	\$ 108,828	\$ 55.07	\$ 2,092.84
	MNT.6	\$ 109,644	\$ 55.49	\$ 2,108.53
	MNT.7	\$ 110,467	\$ 55.90	\$ 2,124.36
	MNT.8	\$ 111,295	\$ 56.32	\$ 2,140.29
	MNT.9	\$ 112,129	\$ 56.75	\$ 2,156.33
	MNT.10	\$ 112,971	\$ 57.17	\$ 2,172.52
Management Band P				
	Level	Salary	Hourly	Weekly
MNP	MNP.1	\$ 109,659	\$ 55.50	\$ 2,108.83
	MNP.2	\$ 110,481	\$ 55.91	\$ 2,124.64
	MNP.3	\$ 111,309	\$ 56.33	\$ 2,140.56
	MNP.4	\$ 112,145	\$ 56.75	\$ 2,156.63
	MNP.5	\$ 112,985	\$ 57.18	\$ 2,172.79
	MNP.6	\$ 113,833	\$ 57.61	\$ 2,189.09
	MNP.7	\$ 114,687	\$ 58.04	\$ 2,205.51
	MNP.8	\$ 115,547	\$ 58.47	\$ 2,222.05
	MNP.9	\$ 116,414	\$ 58.91	\$ 2,238.72
	MNP.10	\$ 117,287	\$ 59.36	\$ 2,255.52

Pay Structure - July 2022				
Management Band O				
	Level	Salary	Hourly	Weekly
MNO	MNO.1	\$ 103,366	\$ 52.31	\$ 1,987.81
	MNO.2	\$ 104,141	\$ 52.70	\$ 2,002.72
	MNO.3	\$ 104,922	\$ 53.10	\$ 2,017.72
	MNO.4	\$ 105,709	\$ 53.50	\$ 2,032.87
	MNO.5	\$ 106,502	\$ 53.90	\$ 2,048.12
	MNO.6	\$ 107,301	\$ 54.30	\$ 2,063.48
	MNO.7	\$ 108,105	\$ 54.71	\$ 2,078.95
	MNO.8	\$ 108,916	\$ 55.12	\$ 2,094.53
	MNO.9	\$ 109,733	\$ 55.53	\$ 2,110.26
	MNO.10	\$ 110,556	\$ 55.95	\$ 2,126.08
Management Band T				
	Level	Salary	Hourly	Weekly
MNT	MNT.1	\$ 107,472	\$ 54.39	\$ 2,066.76
	MNT.2	\$ 108,278	\$ 54.80	\$ 2,082.27
	MNT.3	\$ 109,089	\$ 55.21	\$ 2,097.87
	MNT.4	\$ 109,908	\$ 55.62	\$ 2,113.62
	MNT.5	\$ 110,732	\$ 56.04	\$ 2,129.47
	MNT.6	\$ 111,562	\$ 56.46	\$ 2,145.43
	MNT.7	\$ 112,400	\$ 56.88	\$ 2,161.54
	MNT.8	\$ 113,243	\$ 57.31	\$ 2,177.74
	MNT.9	\$ 114,092	\$ 57.74	\$ 2,194.07
	MNT.10	\$ 114,948	\$ 58.17	\$ 2,210.54
Management Band P				
	Level	Salary	Hourly	Weekly
MNP	MNP.1	\$ 111,578	\$ 56.47	\$ 2,145.73
	MNP.2	\$ 112,415	\$ 56.89	\$ 2,161.82
	MNP.3	\$ 113,257	\$ 57.32	\$ 2,178.02
	MNP.4	\$ 114,107	\$ 57.75	\$ 2,194.37
	MNP.5	\$ 114,962	\$ 58.18	\$ 2,210.82
	MNP.6	\$ 115,825	\$ 58.62	\$ 2,227.40
	MNP.7	\$ 116,694	\$ 59.06	\$ 2,244.11
	MNP.8	\$ 117,569	\$ 59.50	\$ 2,260.94
	MNP.9	\$ 118,451	\$ 59.94	\$ 2,277.90
	MNP.10	\$ 119,339	\$ 60.39	\$ 2,294.99

Pay Structure - July 2023				
Management Band O				
	Level	Salary	Hourly	Weekly
MNO	MNO.1	\$ 105,175	\$ 53.23	\$ 2,022.60
	MNO.2	\$ 105,964	\$ 53.63	\$ 2,037.77
	MNO.3	\$ 106,758	\$ 54.03	\$ 2,053.03
	MNO.4	\$ 107,559	\$ 54.43	\$ 2,068.44
	MNO.5	\$ 108,366	\$ 54.84	\$ 2,083.96
	MNO.6	\$ 109,179	\$ 55.25	\$ 2,099.59
	MNO.7	\$ 109,997	\$ 55.67	\$ 2,115.33
	MNO.8	\$ 110,822	\$ 56.08	\$ 2,131.19
	MNO.9	\$ 111,654	\$ 56.50	\$ 2,147.19
	MNO.10	\$ 112,491	\$ 56.93	\$ 2,163.29
Management Band T				
	Level	Salary	Hourly	Weekly
MNT	MNT.1	\$ 109,352	\$ 55.34	\$ 2,102.93
	MNT.2	\$ 110,173	\$ 55.76	\$ 2,118.71
	MNT.3	\$ 110,999	\$ 56.17	\$ 2,134.59
	MNT.4	\$ 111,832	\$ 56.59	\$ 2,150.61
	MNT.5	\$ 112,670	\$ 57.02	\$ 2,166.73
	MNT.6	\$ 113,515	\$ 57.45	\$ 2,182.98
	MNT.7	\$ 114,367	\$ 57.88	\$ 2,199.36
	MNT.8	\$ 115,224	\$ 58.31	\$ 2,215.85
	MNT.9	\$ 116,088	\$ 58.75	\$ 2,232.47
	MNT.10	\$ 116,959	\$ 59.19	\$ 2,249.22
Management Band P				
	Level	Salary	Hourly	Weekly
MNP	MNP.1	\$ 113,531	\$ 57.45	\$ 2,183.28
	MNP.2	\$ 114,382	\$ 57.89	\$ 2,199.65
	MNP.3	\$ 115,239	\$ 58.32	\$ 2,216.14
	MNP.4	\$ 116,104	\$ 58.76	\$ 2,232.77
	MNP.5	\$ 116,974	\$ 59.20	\$ 2,249.51
	MNP.6	\$ 117,852	\$ 59.64	\$ 2,266.38
	MNP.7	\$ 118,736	\$ 60.09	\$ 2,283.38
	MNP.8	\$ 119,626	\$ 60.54	\$ 2,300.50
	MNP.9	\$ 120,524	\$ 60.99	\$ 2,317.77
	MNP.10	\$ 121,428	\$ 61.45	\$ 2,335.15

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	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 	<ul style="list-style-type: none"> Three years' experience in an Aged and Disability Services Officer role, comprising of a

Services Assistant		<p>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 Services, OR, • Completion of First Aid Training, and, Safe Food Handling Certificate 	<p>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 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 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 Early Childhood Education. 	<ul style="list-style-type: none"> • Three years' experience in an Early Learning Educator role, comprising of a minimum of 360 paid hours of engagement, • 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,

			<ul style="list-style-type: none"> • 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

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Tuesday, 17 May 2022

Commissioner Lee

Fair Work Commission

Via email: Chambers.Lee.c@fwc.gov.au

FWC Matter No.: AG2022/1376, MacDonnell Regional Council Enterprise Agreement 2021

Applicant: MacDonnell Regional Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

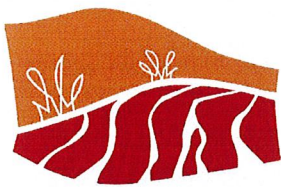
I, Jeffery MacLeod, Chief Executive Office have the authority given to me by MacDonnell Regional Council (MRC) to give the following undertakings with respect to the MacDonnell Regional Council Enterprise Agreement 2021 ("the Agreement"):

Clause	Undertaking	New Clause												
12.7 Apprentices	The employer undertakes that apprenticeships will not be offered to positions classified at salary level TT1.1 or lower, and have amended the clause accordingly.	<p>(a) MRC may engage apprentices to undertake their apprenticeships for positions with a relevant salary classification of level TT1.1 or higher. The weekly minimum salary rates for apprentices are as follows:</p> <table><tr><th>Year of apprenticeship</th><th>% of classification</th></tr><tr><td>1st year</td><td>55</td></tr><tr><td>2nd year</td><td>65</td></tr><tr><td>3rd year</td><td>75</td></tr><tr><td>4th year</td><td>90</td></tr><tr><td>Adult apprentice</td><td>95</td></tr></table>	Year of apprenticeship	% of classification	1 st year	55	2 nd year	65	3 rd year	75	4 th year	90	Adult apprentice	95
Year of apprenticeship	% of classification													
1 st year	55													
2 nd year	65													
3 rd year	75													
4 th year	90													
Adult apprentice	95													
12.8 Supported Wage System	The employer undertakes that employees engaged under Clause 12.8 will be entitled to leave provisions as	<p>(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.</p> <p>(b) Employees engaged on a Supported</p>												



MacDonnell
Regional Council

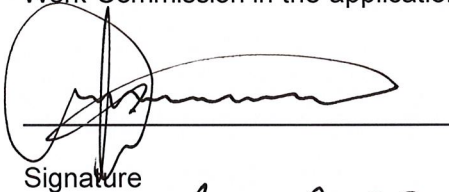
	per this agreement.	Wage Scheme will also be entitled to leave entitlements as provided for under Clause 19. of this Agreement.
12.10 National training wage	The employer undertakes that employees engaged under Clause 12.10 will be entitled to leave provisions as per this agreement.	<p>(a) The provisions for the national training wage are contained in the Local Government Industry Award.</p> <p>(b) Employees engaged under the National Training Wage will also be entitled to leave entitlements as provided for under Clause 19. of this Agreement.</p>
14.1(b) Community Safety	The employer undertakes that community based community safety staff who are required to work ordinary hours on a Saturday will be paid a 50% loading. This penalty rate replaces the Saturday penalty rate set out in Clause 14.1(b).	(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.
14.4 Weekend Rates	The employer undertakes an in increase the penalty rates for ordinary hours worked on a Saturday will be 50% and on a Sunday will 75%. These penalty rate will replace the penalty rate set out in clause 14.4.	<p>(c) Employees, other than those covered by subclauses 14.1 and 14.2, will receive a 50% loading for all ordinary hours worked on a Saturday.</p> <p>(d) Employees other than those covered by subclauses 14.1 and 14.2 will receive a 75% loading for all ordinary hours worked on a Sunday.</p>
12.6 Annualised Salary	The employer will provide detail on the calculation of Annualised Salaries, and will not offer compensation that is less than what would be obtained	<p>(e) The written agreement to an annualised salary will specify:</p> <ol style="list-style-type: none"> the method of calculation of annualised wage, the provisions of this agreement which will be satisfied by payment of the annualised salary, the outer limit number of ordinary



MacDonnell
Regional Council

	over the course of the year under this agreement.	<p>hours which would attract the payment of a penalty rate under the agreement, and,</p> <p>iv. the outer limit number of overtime hours which the employee may be required to work in a pay period or roster cycle without being entitled to an amount in excess of the annualised salary.</p> <p>(f) The annualised salary will be no less than the amount the employee would have received under this agreement for the work performed over the year for which the wage is paid (or if the employment ceases or the agreement terminates earlier, over such lesser period as has been worked).</p>
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These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

17 MAY 2022.

Date