



Central Desert Group Enterprise Agreement 2024

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1 Title

- 1.1 This Agreement shall be known as the Central Desert Group Enterprise Agreement 2024.

2 Parties, Scope and Relationship to NES and Award

- 2.1 This Agreement covers:
- (a) The Employer;
 - (b) Employees of the Employer who are engaged in positions classified under Schedule A of this Agreement performing administrative, professional or managerial tasks for the purposes of providing support to native title holders and claimants; and
 - (c) The Union.
- (collectively, **Parties**).
- 2.2 The Agreement does not cover the Senior Management Team.
- 2.3 This Agreement will be read and interpreted in conjunction with the 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.
- 2.4 This Agreement is intended to operate to the exclusion of the Award, unless expressly stated otherwise.

3 Commitment and Values

- 3.1 This Agreement seeks to support the vision, mission and values of the Employer, as stated in the current Employer's strategic plan.
- 3.2 The Employer acknowledges the Traditional Custodians of the lands on which the Employer operates, and pays its respect to their elders past, present and future.

4 Commencement and Period of Operation

- 4.1 This Agreement will take effect 7 days after the Fair Work Commission approves the Agreement.
- 4.2 This Agreement will have a nominal expiry date of 4 years after the day the Fair Work Commission approves the Agreement.
- 4.3 This Agreement will continue to apply after the expiry date until it is varied, replaced or terminated in accordance with the Act.

5 Definitions

- 5.1 "A Relevant Employee" means any Employee who may be affected by change.
- 5.2 "Act" means the *Fair Work Act 2009 (Cth)*.

- 5.3 "Agreement" means Central Desert Group Enterprise Agreement 2024.
- 5.4 "ATO" means the Australian Taxation Office.
- 5.5 "Award" means the *Social, Community, Home Care and Disability Services Industry Award 2010*.
- 5.6 "Casual Hourly Rate" means the base hourly rate of pay for casual Employees, inclusive of the 25% casual loading, but exclusive of any other allowances, loadings or penalty rates.
- 5.7 "CDNTS" means Central Desert Native Title Services Limited (ABN 53 124 921 811).
- 5.8 "Central Desert Group" means Central Desert Native Title Services Limited (ABN 53 124 921 811), Desert Support Services Pty Ltd (ABN 41 154 511 494), Desert Accounting and Business Support Pty Ltd (ABN 99 649 972 663) and Rockhole Funds Management (ABN 65 165 808 333).
- 5.9 "CEO" means Chief Executive Officer.
- 5.10 "CFO" means Chief Finance Officer.
- 5.11 "Commencement Date" means the date the Agreement will take effect pursuant to clause 4.1.
- 5.12 "Continuous Service" means the same as continuous service under the *Long Service Leave Act 1958 (WA)*.
- 5.13 "Coordinator" means an Employee of DSS employed in the position of Ranger Coordinator, IPA Coordinator, or related title overseeing the work of Rangers on country.
- 5.14 "DABS" means Desert Accounting and Business Support Pty Ltd (ABN 99 649 972 663).
- 5.15 "DSS" means Desert Support Services Pty Ltd (ABN: 41 154 511 494).
- 5.16 "Employee" means any Employee covered by the Agreement.
- 5.17 "Employer" means Central Desert Group.
- 5.18 "Field Work" means duties and responsibilities in a remote location including on country, and including travel between locations. For clarity this does not include the Employee's ordinary place of work (as specified in their employment contract).
- 5.19 "Field Work Ordinary Hours" means the hours between 6am and 8pm, Monday to Sunday and for a duration of up to a maximum of 10 hours per day. Public Holidays are not considered part of Field Work Ordinary Hours.
- 5.20 "Flexitime Arrangement" is an arrangement made in accordance with clause 11.

- 5.21 "Immediate Family" means:
- (a) a spouse or defacto partner of the same or different gender, child, step child, adopted child, foster child, parent, step-parent, grandparent, great-grandparent, grandchild or sibling of the Employee; or
 - (b) a child, stepchild, adopted child, foster child, parent, step-parent, grandparent, great-grandparent, grandchild or sibling of the Employee's spouse or defacto partner.
- 5.22 "NES" means the National Employment Standards under the Act.
- 5.23 "Ordinary Hourly Rate" means the base hourly rate of pay, exclusive of any allowances, loadings, casual loading, or penalty rates.
- 5.24 "Parties" means the parties bound by this Agreement as in clause 2.1.
- 5.25 "Public Holiday" means any day that is prescribed, declared or observed as a Public Holiday under State or Territory law as public holidays, in accordance with section 115 of the Act.
- 5.26 "Ranger" means indigenous individuals employed specifically to look after the area of land to which they have a recognised connection to.
- 5.27 "Rockhole" means Rockhole Funds Management (ABN 65 165 808 333).
- 5.28 "Senior Management Team" means Employees who are engaged in senior management roles and paid a salary greater than a band 6 Employee.
- 5.29 "TOIL" means time off in lieu of overtime.
- 5.30 "Union" means the Services Union, Western Australian Branch [ASU].

6 Employment Categories

- 6.1 Full Time Employment
- (a) A Full Time Employee means an Employee who is engaged to work ordinary working hours of 37.5 hours per week.
- 6.2 Part Time Employment
- (a) A Part Time Employee is one who is engaged to work less than 37.5 hours per week, and who has an agreed roster of hours and days worked at the commencement of their Part Time employment or varied in writing thereafter.
 - (b) Part Time Employees shall accrue Annual, Personal and Long Service Leave on a pro rata basis in accordance with the provisions of this Agreement, depending on the number of hours worked in each fortnight.
 - (c) Part Time Employees will be entitled to be absent from work without loss of pay on a Public Holiday where the Public Holiday falls on the Part Time Employee's ordinary rostered work day.

6.3 Maximum Term Contracts

- (a) Subject to the application of the Act, Maximum Term Employees are employed on a basis that their employment will come to an end at the expiry date, unless the Employee's employment is terminated earlier, pursuant to this Agreement, or otherwise agreed in writing by the Employee and Employer.
- (b) Maximum Term Employees accrue all leave in line with Full Time or Part Time Employees, whichever the case may be.
- (c) An Employee on a Maximum Term contract who is required to be employed in the same position beyond the expiry date of their employment contract is to be made permanent unless the funding source/s for the Employee's position are:
 - (i) Linked to a discrete project;
 - (ii) Unlikely to be available beyond the date of any proposed new, or extension of the Maximum Term contract; and
 - (iii) Not sufficient to accommodate any redundancy entitlements that would accrue if under an equivalent permanent position.

6.4 Casual Employment

- (a) A person is a Casual Employee where they are employed on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (i) the person accepts the offer on that basis; and
 - (ii) the person is an Employee as a result of that acceptance.
- (b) A Casual Employee will be paid the same Ordinary Hourly Rate as the equivalent Full Time Employee and will also receive a 25% casual loading. The casual loading will be paid in lieu of Annual Leave and Personal Leave entitlements.
- (c) A Casual Employee is entitled to be paid for a minimum of 3 hours on any day that the Employee is required, and the Employee agrees, to work.
- (d) Either party providing 1 hour notice may terminate a Casual Employee's employment. This does not affect the right of the Employer to dismiss without notice for misconduct or other lawful cause that justifies summary dismissal.
- (e) Casual Employees' Ordinary Hourly Rate (exclusive of a casual loading) will be calculated using the following formula:

Annual Salary of Position for equivalent Full-Time Employee / 1950

7 Ordinary Hours Of Work

- 7.1 The Ordinary Hours of Work will be up to 37.5 hours per week and will be worked:
- (a) between the span of hours of 7.30am and 6.00pm Monday to Friday. Office hours normally operates between 8.30am and 5pm; or
 - (b) between the span of 6:00am to 8:00pm Monday to Sunday and up to 10 hours per day if performing Field Work as a Coordinator (Field Work Ordinary Hours); or
 - (c) by agreement pursuant to an individual flexibility agreement under clause 31.

8 Probation

- 8.1 New Employees, other than Casual Employees, will be subject to a 3 month probationary period.
- 8.2 At the conclusion of this period, the Employee will either;
- (a) Be confirmed in the position;
 - (b) Have their probationary period extended by no more than an additional 2 months; or
 - (c) Have their employment terminated with 1 week notice.

9 Police Clearance

- 9.1 Appointment to permanent positions is conditional upon the Employee providing an Australian National Police Certificate that is no more than 6 months old and deemed suitable given the duties of the Employee's position, by the CEO.
- 9.2 The Employer will cover any costs incurred for any additional police clearances required throughout the Employee's employment.

10 Practising Certificate

- 10.1 Appointment and ongoing employment for some professional positions (e.g. lawyers, senior accountants) are subject to the production of a practising certificate on a yearly basis. The Employer will cover any costs incurred for the continuation of a practising certificate.

11 Flexitime Arrangements

- 11.1 Flexitime Arrangements refers to a short term arrangement made from time to time between the Employer and an Employee that enables an Employee:
- (a) to be absent or not work during their Ordinary Hours of Work to attend to planned or unexpected personal business; and

- (b) to work outside their Ordinary Hours of Work to make up for the time not working contemplated in 11.1(a).
- (c) If TOIL hours are available they should be used in the first instance.
- (d) A Flexitime Arrangement must be agreed by the Employee's manager in advance.
- (e) Where possible, a request for Flexitime Arrangement must be made with reasonable notice. This clause does not operate to limit the ability for an employee to request flexible work arrangements pursuant to the Act.

11.2 9 Day Fortnight

- (a) Eligible Full-time Employees may request a 9 Day Fortnight in accordance with this clause.
- (b) A Full-time Employee is eligible to request a 9 Day Fortnight provided they are:
 - (i) not on probation or employed on a Maximum Term contract;
 - (ii) not subject to performance management or disciplinary or investigatory processes;
 - (iii) employed in a role that has responsibilities and duties that are suitable to working a 9 Day Fortnight without detrimentally impacting the legitimate business needs of the Employer or its clients; and
 - (iv) the Employee's Line Manager supports the request, which cannot be unreasonably withheld.
- (c) A 9 Day Fortnight refers to a long-term arrangement where a Full Time Employee and the Employer agree in writing for the Employee to work their Ordinary Hours of Work over 9 working days, thereby providing for 1 day off in a fortnight, without a reduction in leave or pay.
- (d) A request to work a 9 Day Fortnight can only be agreed to by the Employer where:
 - (i) there is no operational detriment to the Employer or its clients;
 - (ii) there is no unreasonable impact on the Employee's work area or colleague's workload; and
 - (iii) the arrangement does not compromise the Employee's ability to meet duties and responsibilities of their role.
- (e) A 9 Day Fortnight arrangement is where the Employer and Employee agree in writing to the Employee's:
 - (i) ordinary working days under the 9 Day Fortnight;
 - (ii) number of Ordinary Hours of Work on any given working day to make

up their full-time ordinary working hours (Roster);

- (iii) designated 1 day off (Day Off). The day that is agreed to be the Day Off will depend on the operational requirements of their role and consequently it may not be possible for the Day Off to be a Monday or Friday; and
 - (iv) Any other reasonable work arrangements to minimise impact on the business due to the 9 Day Fortnight.
- (f) An Employee working a 9 Day Fortnight will not be entitled to accrue TOIL or be paid overtime for working the agreed longer span of hours of work under the agreed Roster to achieve the rostered Day Off.
 - (g) All leave taken by an Employee will be deducted based on their Roster. That is, leave will be deducted at their ordinary hours of work on any given day and there will be no deduction of leave for the Day Off.
 - (h) Where the Day Off falls on a Public Holiday, the Employee will be entitled to take the Day Off on the next working day, or a day mutually agreed, and to not work the Public Holiday as they otherwise would have, but for the existence of the 9 Day Fortnight arrangement.
 - (i) The Employer may terminate the 9 Day Fortnight with 28 days written notice for legitimate business reasons.

12 Flexible Work Requests

- 12.1 An Employee may request and the Employer will consider flexible work arrangements pursuant to the NES.

13 Time off In Lieu of Payment for Overtime for Employees of CDNTS.

- 13.1 This clause applies to all Employees of CDNTS other than Casual Employees.
- 13.2 Employees may be required to work reasonable additional hours beyond their Ordinary Hours of Work, which may include working on weekends and Public Holidays.
- 13.3 Except otherwise provided for under this clause 13, where Employees perform additional hours of work, TOIL will accrue at a rate of one hour for each hour worked for:
 - (a) A Full Time Employee when they are required to work more than their Ordinary Hours of Work.
 - (b) A Part Time Employee when they are required to work more than 37.5 hours in a week or 10 hours in a day.
- 13.4 Field Work
 - (a) Where possible, Field Work is to be contained to a 7.5 hour working day (plus a minimum 30 minute unpaid lunch break), understanding distances to be travelled do not always make this possible.

- (b) Where an Employee is reasonably requested to engage in Field Work on a Public Holiday or on a Sunday they shall accrue TOIL at a rate of 1.5 hours TOIL for every hour worked on that day.
- (c) Where Field Work is undertaken and contained to a 7.5 hour working day and there is no applicable TOIL (additional hours worked), 1 hour of TOIL will accrue in recognition that the Employee is away from their normal place of residence overnight.
- (d) TOIL begins to accrue one and a half hours prior to a flight where the scheduled flight time is outside of normal business hours (i.e. before 8.30am Monday to Friday).
- (e) On a return trip to the Employees' ordinary office location, TOIL ceases one hour after a scheduled flight lands, outside of the Employee's Ordinary Hours of Work.

- 13.5 So far as reasonably practicable, approval for the additional hours worked must be given prior to the work being undertaken by the Employee's line manager.
- 13.6 It is the responsibility of the Employee and Employer to ensure accurate and up to date records of the additional hours worked and the TOIL accrued are maintained. Additional hours worked should be recorded on the Employer's Human Resource Information System within 5 working days of being accrued.
- 13.7 Employees are encouraged to use accrued TOIL as soon as practicable after it is accrued and prior to drawing down on accrued Annual Leave, at a mutually agreeable time.
- 13.8 Employees shall use their best endeavours to ensure a zero balance for TOIL by 1 March each year. Employees are encouraged and supported to use accrued TOIL to take regular breaks for personal health and wellbeing and to maintain a safe work culture. Managers will review their Employees' TOIL balances in the beginning of December each year and roster TOIL to be taken prior to 1 March, where necessary to meet the requirements of this subclause.
- 13.9 Where accrued TOIL has not been taken by 1 March each year, at the Employee's request, the Employee must be paid accrued unused TOIL at the overtime rate pursuant to clause 15 and Ordinary Hourly Rate applicable at the time the additional hours were worked.
- 13.10 Upon termination of employment, untaken but accrued TOIL will be paid to the Employee at the overtime rate applicable pursuant to clause 15 to when the additional hours were when worked.

14 Field Leave, Time off In Lieu, Penalty Loadings and Overtime for DSS Employees

- 14.1 DSS provides a unique component of the Employer's services to communities which requires unique working arrangements to be applicable at certain times, with respect to working hours, TOIL, overtime and penalty rates.
- 14.2 DSS is committed to providing safe working practices and discourages Employees performing additional hours of work or excessively long working days, so far as

reasonably practicable considering the nature of the Employee's role.

14.3 Coordinator Field Work Ordinary Hours and Field Leave

- (a) This sub-clause applies only to Coordinators employed by DSS, other than Casual Employees and sets out the entitlement of Field Leave and the application of Field Work Ordinary Hours.
- (b) The purpose of Field Leave is to recognise when Coordinators are required to perform Field Work, during which some days may require working beyond Ordinary Hours of Work (7.5 hours) and up to the 10 hour threshold of Field Work Ordinary Hours.
- (c) In lieu of receiving overtime or TOIL for working Field Work Ordinary Hours, Coordinators will be entitled to 2 additional weeks of Annual Leave for a Full Time Employee, which will be pro-rated for Part Time Employees.
- (d) This additional leave will accrue fortnightly in the same manner as annual leave. Annual Leave Loading will not be payable on this additional leave.

14.4 Coordinator TOIL while performing Field Work

- (a) Full Time Coordinators are entitled to TOIL when they work more than Field Work Ordinary Hours (more than 10 hours), when undertaking Field Work.
- (b) Part Time Coordinators are entitled to TOIL when they work more than their agreed weekly hours of work, or 10 hours in any given working day, when performing Field Work.
- (c) While performing Field Work, Coordinators will also be entitled to TOIL pursuant to clause 14.5 below, other than for the hours of work between 7.5 and 10 hours on any given shift.

14.5 DSS Employee TOIL and taking TOIL

- (a) DSS Employees (other than Casual Employees) are entitled to accrue TOIL as follows:
 - (i) Where Full-Time Employees are required to work additional hours beyond their Ordinary Hours of Work or Field Work Ordinary Hours (for Coordinators pursuant to clause 14.4) or for Part-Time Employee when they are required to work more than their agreed weekly hours of work or 10 hours in a day, one hour of TOIL is to be accrued per additional hour worked.
 - (ii) Where Employees are required to work on a Saturday, at a rate of 1 hour for each hour worked.
 - (iii) Where Employees are required to work on a Sunday or a Public Holiday, at a rate of 1.5 hour for every hour worked.
- (b) Employees will use their best endeavors to ensure a zero balance for TOIL by 1 March each year and use TOIL prior to drawing down on Annual Leave. Employees are encouraged and supported to use accrued TOIL to take

regular breaks for personal health and wellbeing.

- (c) Managers will review their Employees' TOIL balances at the beginning of December each year and encourage Employees to roster TOIL to be taken prior to 1 March, where necessary to meet the requirements of this clause.
- (d) Where accrued TOIL has not been taken by 1 March each year, at the Employee's request, the Employee must be paid accrued unused TOIL at the overtime rate applicable to the overtime when worked, calculated on the Ordinary Hourly Rate at the time the additional hours were worked.
- (e) Upon termination of employment, untaken but accrued TOIL will be paid to the Employee at the overtime rate applicable pursuant to clause 15 to when the additional hours were when worked.
- (f) So far as reasonably practicable, additional hours of work and any work on a Sunday and Public Holiday must be approved by the Employee's line manager prior to the work being undertaken.

15 Overtime

15.1 Overtime rates for Full Time and Part Time Employees

- (a) Where accrued TOIL for a Full Time Employee is paid out upon request or termination of employment, the applicable overtime rates applied are as follows:
 - (i) Monday to Saturday at 150% of the Ordinary Hourly Rate for the first 3 hours and then 200% thereafter;
 - (ii) Sunday at 200% of the Ordinary Hourly Rate; and
 - (iii) Public Holidays at 250% of the Ordinary Hourly Rate based on actual additional hours worked.
- (b) Where accrued TOIL for a Part Time Employee is paid out upon request or termination of employment, the applicable overtime rates applied are as follows:
 - (i) Monday to Saturday at 150% of the Ordinary Hourly Rate for the first 2 hours and then 200% thereafter;
 - (ii) Sunday at 200% of the Ordinary Hourly Rate and
 - (iii) Public Holidays at 250% of the Ordinary Hourly Rate based on actual additional hours worked.

15.2 Loadings and penalty rates for Casual Employees

- (a) The following loadings for all hours of work will apply to Casual Employees:
 - (i) Weekends:
 - A. Any work performed between midnight Friday and midnight

Saturday will be paid at 175% of the Ordinary Hourly Rate.

B. Any work performed between midnight Saturday and midnight Sunday will be paid at 225% of the Ordinary Hourly Rate.

(ii) Public Holidays:

A. Work performed on Public Holidays will be paid at 275% of the Ordinary Hourly Rate.

(b) Casual Employees will be paid overtime where they work in excess of 37.5 hours per week or exceed 10 hours per day. The following penalty rates will apply to overtime:

(i) From Monday to Saturday will be paid at 175% of the Ordinary Hourly Rate for the first 2 hours and 225% thereafter.

(ii) On a Sunday will be paid at 225% of the Ordinary Hourly Rate.

(iii) On a Public Holiday will be paid at 275% of the Ordinary Hourly Rate.

(c) For clarity, the above loadings and penalty rates are to be calculated on the Ordinary Hourly Rate, exclusive of casual loading, with the resulting hourly rate considered to be inclusive of the 25% casual loading.

16 Overtime for DABS and Rockhole Employees

16.1 Where a DABS or Rockhole Employee is required to perform additional hours of work beyond their Ordinary Hours of Work, they will be paid in accordance with the overtime rates set out in clause 15.

16.2 So far as reasonably practicable, approval for the additional hours worked must be obtained from the Employee's line manager prior to the work being undertaken.

16.3 It is the responsibility of the Employee and Employer to ensure accurate and up to date records of the additional hours worked. Additional hours worked should be recorded on the Employer's Human Resource Information System within five working days of being accrued.

17 Leave and Public Holidays

17.1 Annual Leave

(a) Annual Leave will accrue at a rate of 4 weeks per year for a Full Time Employee and is credited fortnightly. Part Time Employees will accrue Annual Leave on a pro-rata basis.

(b) A Full Time Employee will be paid an Annual Leave Loading equivalent to 17.5 percent of their Ordinary Hourly Rate for 4 weeks of Annual Leave. Annual Leave Loading will be pro-rated for Part Time Employees. Annual Leave Loading will be paid in the pay period prior to Christmas.

- (c) Employees may take Annual Leave in minimum amounts of 1 hour and with the agreement of the Employer.
- (d) Annual Leave is to be taken at a time mutually convenient to the Employee and Employer.
- (e) Where a Public Holiday falls during a period of paid Annual Leave on on the Employee's ordinary working day, the Public Holiday does not count as a day of Annual Leave.
- (f) Employees who are entitled to Personal/Carer's Leave during periods of Annual Leave are entitled, on application and on providing acceptable evidence, to have the period of illness or injury treated as Personal Leave instead of Annual Leave.
- (g) Employees who qualify for Compassionate and Bereavement Leave during a period of Annual Leave may use that leave instead of Annual Leave in accordance with the requirements of the relevant leave provisions.
- (h) On termination of employment Employees are entitled to payment of any accrued but untaken Annual Leave.
- (i) An Employee who has accrued more than 8 weeks Annual Leave will be regarded as having excess leave. The Employee will be notified that they must reduce the excess Annual Leave provided that the remaining balance is not less than 4 weeks. Annual Leave must be taken at a mutually agreeable time within the following 6 months. This includes the option to action subclause 17.2(a).
- (j) Casual Employees are not entitled to Annual Leave or Annual Leave Loading.

17.2 Cashing out of Annual Leave

- (a) Where funds are available and by agreement in writing at the Employee's request, up to 2 weeks of Annual Leave entitlement may be cashed out.
- (b) The agreement in writing must:
 - (i) State the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) State the date on which the payment is to be made; and
 - (iii) Be signed by the Employer and the Employee.
- (c) Employees may not cash out any Annual Leave entitlement until they have a minimum of 6 weeks Annual Leave accrued and the cashing out must not result in the remaining accrued entitlement to paid annual leave to being less than 4 weeks.
- (d) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- (e) The Employee must be made aware that any cashing out of Annual Leave

may result in further tax liability. The Employee will be solely responsible for any further tax liability.

17.3 Purchased Leave Scheme

- (a) Subject to written agreement with the Employer, Full Time Employees may purchase up to 2 weeks additional Annual Leave per annum (**Purchased Leave**). Part Time Employees are eligible for Purchased Leave to be purchased on a pro-rata basis. This provision will allow Employees greater flexibility and work/life balance, or to extend their leave options for other personal reasons.
- (b) Any unused Purchased Leave will be paid out to the Employee at the expiration of the 12 month period and cannot accrue into a future period.
- (c) Purchased Leave will be in addition to the Annual Leave, with a commensurate reduction in total salary for the 12 months (averaged over 26 pays).
- (d) There will be no Annual Leave Loading payable for the Purchased Leave.
- (e) Without limiting the ability of the Employer and an Employee to reach an agreement referred to in 17.3(a), the Parties acknowledge that approval will only be granted where operational requirements allow.
- (f) The Employee seeking to reach an agreement referred to in 17.3(a) must make their request in writing.
- (g) The Employer must respond to requests referred to in 17.3(f) in writing and in a timely manner.
- (h) If the Employer refuses the request made under 17.3(f), the Employer must include the reasons for refusing the request in the written response.
- (i) Casual Employees are not entitled to Purchased Leave.

17.4 Annual Christmas Closedown

- (a) The Employer will close its offices on 25 December (Christmas Day) and will reopen on the next working day after 1 January (New Year's Day) unless:
 - (i) Christmas Day falls on a Tuesday in which case offices will be closed on the Monday preceding Christmas Day; or
 - (ii) New Year's Day falls on a Thursday in which case offices will reopen on the first Monday after New Year's Day.

17.5 Personal/Carers Leave

- (a) Employees, other than Casual Employees, are entitled to 10 days paid Personal/Carer's Leave per year (pro-rata for Part Time Employees) and 2 days unpaid Personal/Carer's Leave for each occasion (provided that paid Personal/Carer's Leave is not available), in accordance with the NES.
- (b) Personal/Carer's Leave should be used if an Employee is unable to attend or

remain at work:

- (i) due to personal illness or injury to the Employee; or
 - (ii) to care for a member of the Employee's immediate family or household; or
 - (iii) has an unexpected emergency.
- (c) Personal/Carer's Leave accrues progressively according to the Employee's Ordinary Hours of Work and accumulates from year to year. Accrued unused Personal/Carer's Leave is not paid out on termination of employment.
 - (d) Employees must notify their line manager as soon as possible as to how long they are expected to be away from work.
 - (e) A medical certificate or other evidence must be provided where an Employee is absent from work for more than 2 consecutive work days.
 - (f) Casual Employees are entitled to 2 days unpaid Personal/Carer's Leave per occasion.

17.6 Compassionate and Bereavement Leave

- (a) Employees are entitled to Compassionate and Bereavement Leave when the criteria under the NES is met.
- (b) Employees, other than Casual Employees, are entitled to be absent from work without loss of pay, for up to 5 days on each occasion.
- (c) Casual Employees are entitled up to 5 days unpaid leave for each occasion.
- (d) An Employee must notify the Employer as soon as possible of the need to access Compassionate and Bereavement Leave and how long they are likely to be off work.

17.7 Study Leave

- (a) Employees, excluding Casual Employees, may be entitled to paid Study Leave to aid in the undertaking of a formal course of study at a recognised tertiary or technical institution in which they are enrolled, subject to:
 - (i) the Employer's discretion;
 - (ii) operational requirements;
 - (iii) the Employee undertaking an acceptable, formal study load in their own time;
 - (iv) the Employee making satisfactory progress with study; and
 - (v) the course being relevant and of value to the Employer.
- (b) Approval for paid Study Leave is at the CEO's discretion, and must be given prior to the Study Leave being undertaken; at a reasonable time prior to the

commencement of each semester.

- (c) For Full Time Employees, Study Leave without loss of pay will be limited to 100 hours per semester by way of:
 - (i) 7.5 hours per week (including travelling time), line managers can use discretion on a case by case basis;
 - (ii) examination preparation; and
 - (iii) attending exams.
- (d) Part Time Employees are entitled to the same, on a pro-rata basis of the number of hours they work each fortnight.

17.8 Community Service Leave

- (a) Employees are entitled to Community Service Leave in accordance with the NES.
- (b) Absence from work because of Community Service Leave does not break an Employee's continuity of service and counts as service.

17.9 Family and Domestic Violence Leave

- (a) The Employer recognises that Employees may experience situations of violence and abuse on their domestic life, which may impact their attendance or performance at work.
- (b) Employees are entitled to 10 days paid Family and Domestic Violence Leave each year in accordance with the NES.
- (c) Where an Employee identifies as being subject to family and domestic violence, the Employee may request Family and Domestic Violence Leave.
- (d) Family and domestic violence means violent, threatening or other abusive behaviour by an Employee's close relative, a current or former intimate partner, or a member of a Employee's household that:
 - (i) seeks to coerce or control the Employee; and
 - (ii) causes them harm or fear.
- (e) A close relative is:
 - (i) an Employee's:
 - o spouse or former spouse;
 - o de facto partner or former de facto partner;
 - o child;
 - o parent;
 - o grandparent;
 - o grandchild; or
 - o sibling;
 - (ii) a person related to the employee according to Aboriginal or Torres

Strait Islander kinship rules.

- (f) The Employer may request reasonable evidence to access leave, in its discretion.
- (g) Where an Employee identifies as being subject to domestic violence, all related information will be kept confidential and access to this information will be restricted to staff providing direct support and assistance.

17.10 Ceremonial Leave

- (a) Aboriginal or Torres Strait Islander Employees who are required by customary or traditional law to attend particular Aboriginal ceremonies, are entitled to take up to 10 days paid Ceremonial Leave each year. In the case of Casual Employees, the Ceremonial Leave is unpaid.
- (b) Employees must give the Employer advance notice of the timing and length of the ceremony they are required to attend.
- (c) The Employer reserves the right to determine the extent of any customary or traditional law requirement though consultation with senior members of the relevant community.
- (d) The Manager of the Employee must approve Ceremonial Leave before leave is taken.

17.11 Public Holidays

- (a) All Employees, except Casual Employees are entitled to be absent from work on a Public Holiday without loss of pay, if the Public Holiday falls on their normal rostered work day.
- (b) In accordance with the NES, Employees must be requested by the Employer to work on a Public Holiday and the request must be reasonable in the circumstances. Employees may reasonably refuse the request to work on a Public Holiday.

17.12 Wellness Leave

- (a) Employees (excluding Casual Employees) are entitled to one additional day of leave in each 12 month period. Wellness Leave does not accrue from year to year and is not paid out on termination of employment.

17.13 Special Leave

- (a) Employees may request paid or unpaid special leave or a combination of both paid and unpaid special leave in unique circumstances where the employee is experiencing significant life events, illnesses or conditions that are not reasonably accounted for in other forms of leave available to the Employee. Requests for special leave must be made in writing to the CEO accompanied by suitable evidence and approvals are in the CEO's discretion.
- (b) The Employer is committed to providing support to Employees in a range of circumstances that may not be covered by other leave types. This may

include for example, gender affirmation, reproductive health, caring for unwell relatives, extended or ongoing chronic illness or other circumstances of exception.

- (c) If an Employee is dissatisfied with CEO decision, the Employee may appeal to the JCC to review the decision.
- (d) Decisions to grant special leave will balance the well-being and support of Employees with the operational requirements of the business.
- (e) Unpaid special leave does not break the continuity of service but does not count as service for leave entitlements.

17.14 Parental Leave

- (a) Parental Leave may consist of Unpaid Parental Leave and Paid Parental Leave.

Unpaid Parental Leave

- (b) Employees are entitled to Unpaid Parental Leave in accordance with the NES.

Employer Paid Parental Leave

- (c) An Employee who is entitled to Unpaid Parental Leave under the NES will also be entitled to Employer Paid Parental Leave, excluding Casual Employees, paid by the Employer in accordance with this clause.
- (d) Employer Paid Parental Leave is available during any periods of Unpaid Parental Leave under the NES.
- (e) The Employee will, no later than 10 weeks before the expected date of birth or adoption, notify their line manager of their intention to take Parental Leave. Such notice should include:
 - (i) certified evidence of the expected birth or adoption date; and
 - (ii) notice of the date that the Employee proposes to take the maternity, spousal or adoption leave.

- (f) An Employee is entitled to Employer Paid Parental Leave according to the following:

Leave Type	Primary Caregiver	Secondary Caregiver
Parental Leave	8 weeks	2 weeks
Miscarriage or Stillbirth Leave	2 weeks	2 weeks

- (g) The initial period of Parental Leave, inclusive of Employer Paid Parental Leave, government funded (where applicable) and Unpaid Parental Leave will be up to 12 months. The Employee may request a further 12 months unpaid leave, if the Employer agrees, as per the NES.
- (h) An Employee’s entitlement to Parental Leave is not prejudiced by any delays

in notifying the Employer of any matter required to be notified under this clause that are beyond the Employee's reasonable control.

- (i) Upon returning to work after Parental Leave an Employee is entitled to the position that they held immediately before proceeding on leave, or to another vacant position for which they are qualified and capable of performing, and as nearly comparable in status and pay to that of their former position.
- (j) An Employee who receives Employer Paid Parental Leave may also be eligible for government funded Parental Leave, in accordance with current legislation.
- (k) It is the responsibility of the Employee requesting Parental Leave to apply for government funding through the appropriate external agency and to notify the Employer if doing so.
- (l) Superannuation contributions will be made on all Paid Parental Leave.

17.15 Long Service Leave

- (a) Full-time Employees are entitled to:
 - (i) 12 weeks paid long service leave after 7 years of continuous employment; and
 - (ii) a further 12 weeks paid long service leave in respect of each subsequent 7 years of continuous employment.
- (b) Part-Time and Casual Employees will accrue Long Service Leave on a pro-rata basis.
- (c) While employed, Employees may access pro-rata Long Service Leave after the first 5 years of continuous employment.
- (d) By agreement between the Employer and Employee, Long Service Leave may be taken in more than one period and in minimum amounts of 1 week at a time.
- (e) Where funds are available and by agreement in writing at the Employee's request, a maximum of 2 weeks Long Service Leave in any 12 month period may be cashed out.
- (f) A Public Holiday falling during a period of Long Service Leave does not count as Long Service Leave where the Public Holiday falls on the Employee's ordinary working day.
- (g) If an Employee is ill or injured for more than 2 days while Long Service Leave, they may be entitled to have a portion of their leave converted to Personal Leave upon production of a medical certificate covering the period of illness or injury, provided sufficient Personal Leave is accumulated.
- (h) Employees who qualify for Compassionate and Bereavement Leave during Long Service Leave may use that leave instead of Long Service Leave in accordance with the requirements under the relevant leave provisions.

- (i) Where an Employee has completed at least 7 years of continuous employment and the employment is terminated by reason of:
 - (i) their death; or
 - (ii) for any reason other than serious misconduct,the Employee will be paid any accrued but untaken Long Service Leave.
- (j) Where an Employee has completed at least 5 years of continuous employment but less than 7 years, and the employment is terminated by reason of:
 - (i) their death; or
 - (ii) for any reason other than serious misconduct,the amount of Long Service Leave to which the Employee is entitled will be a proportionate amount on the basis of 12 weeks for 7 years of such continuous employment.

18 Remuneration

- 18.1 The Employer and Employees acknowledge that remuneration processes encourage, reward and acknowledge experience and performance lead to increased productivity gains.
- 18.2 Employees' positions will be allocated a classification Band and Level as set out in Schedule A.
- 18.3 From the Commencement Date Employees will be paid the corresponding salary in Schedule B to their allocated classification. This salary will be backdated to the first full pay period commencing on or after 1 July 2024.
- 18.4 All Employees covered by this Agreement will receive a salary increase, as set out in this clause:
 - (a) Equivalent to the Australian All Groups Consumer Price Index (CPI) for the financial year 2023/2024, which will be applied once CPI is declared by the Reserve Bank of Australia for the quarter ending 30 June 2024. This CPI salary increase will be backdated to the first full pay period commencing on or after 1 July 2024;
 - (b) 3% with effect from the beginning of the first full pay period commencing on or after 1 July 2025;
 - (c) 3% with effect from the beginning of the first full pay period commencing on or after 1 July 2026; and
 - (d) 3% with effect from the beginning of the first full pay period commencing on or after 1 July 2027.
- 18.5 Where the Agreement has expired and until a replacement agreement is approved by the Fair Work Commission, a salary increase shall be paid to all

Employees under this Agreement. The increase will be equivalent to CPI and applied on each subsequent 12 month anniversary of the applicable date in clause 18.4(c), of commencing first full pay thereafter.

- 18.6 Salaries will be paid fortnightly in arrears by direct deposit into a financial institution of the Employee's choice.
- 18.7 Incremental Progression of Levels
- (a) Levels within a Band are to provide for the ability to remunerate Employees in accordance with their level of experience, performance and qualifications.
 - (b) Employees may be increased Levels within a Band based on the outcome of their annual performance review, where the Employee is:
 - (i) currently and has been consistently performing at a higher Level for a substantial period of time, based on the descriptors outlined in Schedule A; and
 - (ii) not subject to a disciplinary or performance management process.
- 18.8 Retention Bonus
- (a) Employees will be eligible for a \$1,000 payment per annum for recognition of long service (**Retention Payment**) where the following conditions are met:
 - (i) The Employee has completed 5 years of continuous service with the Employer; and
 - (ii) The Employee is not subject to a disciplinary or performance management process.
 - (b) The Retention Payment will be paid progressively as part of the Employee's ordinary pay and will be pro-rated for Part-Time Employees.
 - (c) Casual Employees will be entitled to the Retention Payment where they have met the above criteria set out under clause 18.8(a) and regularly worked on average 20 hours per week over the previous 5 years of service. The Retention Payment will be pro-rated based on the Casual Employees average hours of work over the previous 6 month period.

19 Superannuation

- 19.1 The Employer will make superannuation contributions for each Employee equivalent to the minimum percentage of the Employee's pay, in compliance with the *Superannuation Guarantee Charge Act 1992 (Cth)*.
- 19.2 Contributions will be made to a superannuation fund that complies with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 19.3 Where an Employee does not nominate a complying superannuation fund, the Employer will confirm with the ATO the details of the Employee's existing "stapled" superannuation fund (if any) (**Stapled Fund**). If the ATO notifies the

Employer of the Employee's Stapled Fund, then superannuation contributions will be paid into the Stapled Fund. If the ATO confirms that the Employee does not have a Stapled Fund, then in the absence of any complying superannuation fund nomination from the Employee, the Employer's default fund.

20 Salary Packaging

- 20.1 Employees may, by agreement in writing, enter into a salary packaging arrangement in accordance with this clause and any ATO requirements.
- 20.2 Salary may be packaged for the payment of expenses already incurred (or committed) by Employees, such as loan repayments and credit card fees, provided that:
 - (a) the salary packaging payments do not exceed any limits that are from time to time advised by the ATO; and
 - (b) if an Employee chooses to salary packaging, then they will do so exclusively through the Employer's nominated salary packaging provider and will comply by the rules and conditions of the nominated salary packaging provider.
- 20.3 Before entering an agreement to salary package, Employees may attend one appointment with a nominated financial advisor. The cost of this appointment will be covered by the Employer and it is able to be held during Ordinary Hours of Work and on work premises. The purpose of this appointment is to assist the Employee to make the most appropriate financial decision for them.
- 20.4 The Employer cannot be held liable for any financial decisions made by the Employee in relation to salary packaging.
- 20.5 Salary packaging arrangements:
 - (a) are available to permanent Full or Part Time Employees at the commencement of their employment with the Employer;
 - (b) are available to Maximum Term Employees at the commencement of their employment with the Employer;
 - (c) are to be negotiated individually and be tailored to suit particular circumstances, provided they comply with taxation laws, any ATO requirements and the rules and conditions of the nominated salary packaging provider;
 - (d) once in place can only be varied on one occasion during the fringe benefit tax (FBT) year by the staff member making a written request to the Employer's nominated Salary Packaging Provider (i.e. annual CPI or any other salary adjustment will not automatically trigger a corresponding adjustment in salary packaging payments).

21 Rostered Day Off

- 21.1 A Full Time Employee may reach an agreement with the Employer, where operational requirements permit, to amend their Ordinary Hours of Work to

enable the Employee to take one regular paid day off per month as a rostered day off in accordance with clause 21.6 (RDO).

- 21.2 To achieve a RDO per month, the Full Time Employee will work either:
- (a) an 8 hour day with a one hour unpaid lunch break for 4 days per week; and one 7.5 hour day with a one hour unpaid lunch break.
 - (b) an 8 hour day with a half hour unpaid lunch break for 4 days per week and one 7.5 hour day with a half hour unpaid lunch break.
- 21.3 The Employee seeking to reach an agreement referred to in subclause 21.1 must make their request to amend their Ordinary Hours of Work in writing, setting out:
- (a) The proposed amended Ordinary Hours of Work;
 - (b) Any reasons for making the request; and
 - (c) How any potential operational impacts resulting from the Employee moving to amended hours will be avoided or ameliorated.
- 21.4 The Employer must respond to requests referred to in subclause 21.3 in writing and in a timely manner.
- 21.5 If the Employer refuses the request made in subclause 21.3, the Employer must include in the written response:
- (a) The reasons for refusing the request; and
 - (b) Any identified deficiencies with proposals provided pursuant to subclause 21.3(c).
- 21.6 This agreement including the working hours is to be in writing and must be signed by both the Employee and the Employer. These amended hours will not usually be subject to constant change; but may be amended from time to time, by agreement and in writing.
- 21.7 Parties acknowledge that operationally it is desirable to take RDOs on the same week day on a consistent basis and that RDOs are non-accumulative month to month. The RDO will be taken on the Employee's regular 7.5 hour working day.
- 21.8 When an Employee's RDO falls on a Public Holiday or during the Christmas New Year Leave period, the Employee is entitled to take the RDO on the next working day following the Public Holiday.

22 Travel Allowances

- 22.1 In the event that an Employee is required to be away from home overnight on business approved by the Employer, the Employee is entitled to have their reasonable meal and accommodation costs paid for or reimbursed by the Employer.
- 22.2 A request to undertake travel and incur costs payable by the Employer must be approved at the appropriate delegation and cannot be approved by the

Employee making the travel request.

22.3 It is incumbent on both the Employer and Employee to plan travel taking into consideration the following factors:

- (a) the needs of clients for whom the Employer is providing services to;
- (b) the safety of Employees undertaking travel;
- (c) the operational needs of Employees delivering services in the field;
- (d) the cost and value for money of the reasonable travel options; and
- (e) the individual circumstance of Employees undertaking travel.

Accommodation Expenses

22.4 When an Employee is required to be away from home on business overnight, then the Employer shall pay reasonable accommodation expenses.

22.5 In the event that travellers wish to extend their stay beyond that required for the Employer’s business:

- (a) any additional expenses will be the responsibility of the Employee; and
- (b) where this time occurs during normal working days, leave must be pre-approved.

Meal and Incidental Expenses

22.6 When workers are required to travel away from their usual place of residence on business for a period that covers normal meal times, then the Employer will pay meal expenses as set out below.

Breakfast	\$26.80
Lunch	\$30.60
Dinner	\$52.75
Incidentals	\$21.30

22.7 A meal expense is not payable when:

- (a) an adequate meal has been supplied by other means, such as by the Employer, inflight or at a meeting, or
- (b) Employees are away from the office on business in their usual place of residence.

22.8 An incidental expense is payable only on the days of travel where an overnight stay away from the usual place of residence has occurred.

22.9 Payment of meal and incidental expenses will be made by:

- (a) The Employee paying by corporate credit card or purchase order for their

own and co-travellers' expenses, or if that is not practical; or

- (b) The Employer reimbursing the traveller for expenses not exceeding amounts outlined above, provided receipts are supplied, or, if that is not practical; or
- (c) The Employer will pay a cash allowance to the traveller to purchase their own meal, food or incidental expenses in line with the above.

22.10 The Employer strictly forbids the use of the Employer's funds for the purchase of alcohol or tobacco products.

Air Travel

- 22.11 Travellers will be booked on economy class seats, using the most cost effective airline and rate.
- 22.12 Travellers are entitled to nominate a frequent flyer membership account to accrue points gained from work related air travel for personal benefit.
- 22.13 Employees may be required to reimburse the Employer for any additional charges and fees associated with flight changes where the reason for the change is not work-related.

Motor Vehicle Travel

- 22.14 The Employer does not reimburse fuel costs for incidental use of a private vehicle for work purposes. These expenses can be claimed through the Employee's tax return.
- 22.15 Where use of a private car is approved by the Employer for work purposes on a basis greater than incidental use, then the Employer will pay a mileage allowance in accordance with the appropriate rates determined by the Award at the time the travel is approved. The current rate is \$0.99 per kilometer.

23 Rest break during excessive heat

- 23.1 Where an Employee is exposed to the elements while performing Field Work (not including during vehicle travel or in other airconditioned environments), for more than 2 hours in temperatures exceeding 46 degrees Celsius (**Excessive Heat**), Employees will be entitled to 20 minutes rest after every 2 hours' work without deduction of pay.
- 23.2 The Employer is committed to providing a safe work environment and acknowledges that at times, due to the remote nature of Field Work, it can be difficult to monitor weather conditions in a timely and accurate manner. Employees are required to take reasonable care of their own health and safety. If an Employee continues to feel unsafe due to Excessive Heat, despite stopping to rest every two hours' of work, they are encouraged to stop work until temperatures reduce.

24 Child Care Expense

24.1 If an Employee:

- (a) has dependent children;
- (b) is the primary care giver of those children on a given day; and
- (c) is required in the course of their employment to be absent from their place of residence overnight in order to carry out their duties;

Then they are entitled to be reimbursed up to a maximum of \$100 per night of absence to offset part of the cost of any additional childcare provided by a childcare provider that is required because of that absence.

24.2 If an Employee:

- (a) has dependent children;
- (b) Is the primary care giver of those children on a given day; and
- (c) Is required in the course of their employment to travel and must be accompanied on that travel by a dependent child or children; and
- (d) They obtain prior approval before travelling;

Then the Employer will reimburse the costs of travel and accommodation provided to the child or children.

25 Relocation Expenses

25.1 The Employer may, at the CEO's discretion, reimburse all, or part, of the removal expenses incurred when an employee is required to relocate.

25.2 The CEO may approve the costs of relocation as follows:

- (a) Employee without immediate family or household member - \$4,500; or
- (b) Employee with immediate family or household member - \$5,000.

25.3 Where the spouse of a recruited Employee is also recruited to work for the Employer, only one relocation allowance is payable.

25.4 Payment of the Relocation Expenses will be by payment to the supplier of the relocation services or reimbursed to the Employee on the basis of proof of paid invoices.

25.5 If, within 12 months of the Relocation Date, the Employee voluntarily ends employment or is terminated due to misconduct:

- (a) The Employee will have an obligation to repay the Employer for a portion of the Relocation Expenses; and
- (b) The repayment amount will be pro-rated based on the number of months the Employee is employed by the Employer after the Relocation

Date. Each completed month will reduce the repayment obligation by 1/12th of the total Relocation Expenses, such that the Employee will have no further repayment obligation if they remain employed by the Employer for 12 months after the Relocation Date.

26 Termination of Employment

- 26.1 Notice of termination required to be given by the Employer and Employee will be outlined in the contract of employment and consistent with the NES.

27 Redundancy

- 27.1 Redundancy occurs when the Employee's employment is terminated at the initiative of the Employer because the Employer no longer requires the Employee's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 27.2 An Employee's role may be made redundant in the following, but not limited to, circumstances:
- (a) a significant reduction or cessation of funding to the Employer;
 - (b) there being excess positions than is necessary for the efficient and economical operations of the Employer; or
 - (c) the services and skills of the Employee cannot be effectively used by the Employer due to changes in work methods, nature of work, or functions of the Employer.
- 27.3 Employment with the Employer is subject to ongoing funding by funding agencies or other relevant funding sources available. In the event employment is terminated due to lack of funding, then that termination will be undertaken in accordance with the redundancy provisions in this Agreement.

28 Redeployment

- 28.1 The Employer will attempt to find an Employee whose position has been made redundant a similar position within the Employer's enterprise that has a similar classification and pay level.
- 28.2 Where this is not possible the Employer must offer;
- (a) a transfer into a suitable vacant position at lower classification and pay level; or
 - (b) a paid notice period in accordance with clause 29 and a redundancy payment as per clause 30.
- 28.3 If the Employee does not accept an offer made pursuant to 28.2(a) the Employee will be entitled to a paid notice period in accordance with clause 29 and redundancy payment in accordance with clause 30.
- 28.4 Where an offer pursuant to subclause 28.2(a) is accepted by the Employee, the Employee must be paid a salary equal to their prior salary for a period of time

equal to the period of notice that he or she would be entitled to under clause 29 if they were being made redundant.

29 Redundancy Notice Period

- 29.1 Where an Employee's position is made redundant, the Employee will be provided with 4 weeks written notice.
- 29.2 Where an Employee is over the age of 45 and has completed at least two years continuous service, the notice period will be 5 weeks.
- 29.3 Employees are entitled to take up to 1 day paid time off during each week of the notice period for the purposes of seeking other employment.
- 29.4 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice.
- 29.5 The Employer may elect to make payment in lieu of notice pursuant to subclause 29.1 or subclause 29.2 of at least the amount the Employer would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the period of notice.

30 Redundancy Pay

- 30.1 In addition to the period of notice for redundancy, the Employee will be paid 4 weeks ordinary pay for the first 12 months of completed years of continuous service, plus two weeks ordinary pay, for every additional year of completed years of continuous service with the Employer up to a maximum of 26 weeks pay; in addition to any other payments that the Employee is eligible to receive on termination.
- 30.2 Employees who have not completed 12 months continuous service with the Employer will not be entitled to payment of redundancy pay.
- 30.3 The payment of redundancy pay in accordance with this clause is subject to the exclusions, modifications and/or limitations on making payment of severance entitlements as contained within the Act.

31 Individual Flexibility

- 31.1 At the request of the Employee or the Employer, the Employer and the Employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Agreement to meet the genuine needs of the Employee and the Employer for a defined period, if the IFA relates to any of the following matters:
 - (a) arrangements for when, or from where, work is performed;
 - (b) overtime, penalty rates or Annual Leave Loading; and
 - (c) the IFA meets the genuine needs of the Employer and Employee in relation

to one or more of the matters mentioned in clause 31.1(a) and 31.1(b); and

(d) the Employer and Employee genuinely agree to the arrangement.

31.2 The Employer must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA were made.

31.3 The Employer must ensure that the IFA:

- (a) is in writing; 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) includes details of:
 - (i) the terms of the Agreement that will be varied by the IFA;
 - (ii) how the IFA will vary the effect of the terms of the Agreement;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
 - (iv) states the day on which the IFA commences.

31.4 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

31.5 The Employer or Employee may review or terminate the IFA:

- (a) by giving no less than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing - to terminate the IFA at any time.

31.6 A request for an IFA must be made in writing and the Employer must respond in writing in a timely manner.

31.7 The Employer will not unreasonably refuse a request for an IFA, considering the Employees circumstances and operational requirements.

31.8 The Employer must state in writing the grounds for refusing a request for an IFA when advising an Employee of such refusal.

32 Joint Consultative Committee (JCC)

32.1 A Joint Consultative Committee (JCC) is a representative group for both the Employer and Employees to consult and be consulted on matters of concern

anticipated by this clause.

32.2 The parties agree that consultation and communication about workplace conditions and proposed changes are an important part of ensuring workplace harmony.

32.3 The JCC shall operate for the life of the Agreement and shall include representatives as follows:

- (a) Up to 2 representatives of the Senior Management Team;
- (b) Up to 3 staff representatives, who are not members of the Senior Management Team, directly chosen by the staff;
- (c) The Human Resources Manager or delegate; and
- (d) 1 Union official or delegate and 1 Employer adviser may attend when and where required by either party.

32.4 The purpose of the JCC is:

- (a) to discuss issues arising from this Agreement, proposed changes to the organisation of work and working conditions, make recommendations to the SMT, and any other issues relevant to the working conditions of Employees as agreed to from time to time;
- (b) to meet or communicate twice annually during the life of this Agreement, to review the progress of the implementation of the Agreement and the achievement of objectives outlined within this Agreement;
- (c) to identify and review policy changes, if any, required to support the implementation of the Agreement and the achievement of its objectives;
- (d) The JCC should meet twice per year, with additional meetings to be agreed between the members of the Committee as required;
- (e) The JCC is to attempt to reach consensus when making decisions; and
- (f) Where consensus between staff representatives and representatives of Management cannot be achieved, the staff representatives of the JCC will be given the opportunity to:
 - (i) May make a written submission or presentation to the CEO who has the final decision.

33 Consultation Regarding Major Workplace Changes

33.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have a Significant Effect on Employees, the Employer must consult with relevant Employees who may be affected by the proposed changes and their nominated representatives, if any.

33.2 Significant Effects include:

- (a) termination of employment of Employees;
- (b) major changes in the composition, operation or size of the Employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d) a change to their regular roster or Ordinary Hours of Work;
- (e) the need for retraining or transfer of Employees to other work or locations;
- (f) matters affecting the workplace environment;
- (g) consideration of alternative service delivery mechanisms resulting in significant alteration to workplace practices; and
- (h) the restructuring of jobs.

Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

33.3 Consultation shall consist of:

- (a) meeting with relevant Employees and their nominated Employee representative/s (if any) as early as practicable to discuss the nature of the change, ensuring full disclosure of information relevant to the change is provided and discussed; and
- (b) where the Employees' regular roster or Ordinary Hours of Work is proposed to be changed, the relevant Employees may give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
- (c) the Employer will consider any views given by the relevant Employees about the impact of that change;
- (d) the Employer responding to and taking into account feedback or comments, when making the final decision about whether or not to implement the proposed changes; and
- (e) however, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

33.4 Unless the changes are required to meet regulatory or operational requirements, or instruction from the Board of Directors, the Employer shall not implement any disputed changes until the dispute resolution process has been completed.

34 Dispute Resolution Procedure

34.1 If a dispute relates to matters arising under this Agreement or the NES, this term sets out the procedures that must be followed to settle the dispute.

- 34.2 The parties will attempt to resolve the dispute at the earliest possible opportunity and at workplace level, including, but not limited to:
- (a) in the first instance by discussions between the Employee or Employees concerned and the relevant supervisor;
 - (b) if such discussions do not resolve the dispute within the shortest possible timeframe, but no more than 10 working days, then either party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute;
 - (c) if a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute can be referred by either party to the Fair Work Commission for resolution by conciliation and/or arbitration;
 - (d) if either party refers the matter to conciliation, both parties will participate in the conciliation process in good faith; and
 - (e) while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 34.3 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

35 Delegate Rights

- 35.1 This clause supplements and is subject to the terms and conditions of the Delegates Rights term under the Award. Where there is any inconsistency between this clause and the Award; or the Award provides a more beneficial term, the Award will take priority to the extent of that inconsistency.
- 35.2 The Employer recognises the role that Union workplace Delegates play in the workplace and agree the following:
- (a) Delegates are entitled to:
 - (i) represent the industrial interests of their members (including prospective members);
 - (ii) have reasonable communication with members (including prospective members) in relation to their industrial interests;
 - (iii) have reasonable access to the workplace and workplace facilities to represent such interests;
 - (iv) have reasonable access to paid time for related training during normal working hours; and
 - (v) be allowed sufficient paid time to consult with members when there is a need to consult about workplace matters.
 - (b) The Employer recognises that when a Delegate is supporting a member who

needs support at a meeting with a line manager or other designated person, sufficient paid time for proper consultation with the member concerned should be allowed.

- (c) The Employer recognises that workplace issues and questions need to be efficiently dealt with, and that a regular consultative meeting between Delegates and their union official is an important part of that. These meetings may take place at the workplace during break times or at other times as agreed in writing.
- (d) One Delegate, nominated by the Union, will be entitled to reasonable paid time off (to a maximum of 3 days per calendar year for a new Delegate and 2 days per calendar year for an existing Delegate) for the purpose of education concerning the relationship between the parties and the role of Delegates. The Delegate may attend training subject to operational requirements. Reasonable requests will be arranged having regard for the operational requirements of the organisation.

35.3 The Employer will provide a suitable meeting room to the Union on a bi-annual basis for the purpose of presenting to new employees about Union membership, with employees who wish to attend. The Union presentation will be provided by an Union Official and/or an Delegate or Member.

36 Employee Assistance Program

- 36.1 The Employer will provide up to 4 paid counselling sessions per annum with an accredited Employee Assistance Provider. These services will be provided on a confidential basis to assist Employees and their families to deal with work related and personal problems.
- 36.2 Additional sessions may be available to Employees upon request by either the service provider or Employee.

37 Secondary Employment

- 37.1 An Employee may undertake external work, with the written approval of the Employer. Any external work must not interfere with or affect the hours, type and level of work covered in this Agreement, or be in conflict with the interests of the Employer.

38 Performance, Evaluation and Learning

- 38.1 The Employer must ensure that annual performance reviews of all Employees are conducted to:
 - (a) Jointly review and assess the Employee's performance over the previous 12 months;
 - (b) Identify and address professional development and skills enhancement needs and opportunities for Employees; and
 - (c) Review duty statements and propose any necessary amendments.
- 38.2 The annual performance reviews should be completed within 4 weeks of the

Employee's anniversary of their commencement with the organisation. Any outcome and actions signed off in the performance review will be implemented within the agreed timeframe.

- 38.3 It is the responsibility of an Employee's line manager to conduct that Employee's performance review.
- 38.4 In addition to the annual performance review the Employer encourages regular communication and regular feedback between the Employees and line managers.

39 Training and Professional Development

- 39.1 The Employer and Employees agree that:
- (a) the training and development of Employees is important for the development of the organisation;
 - (b) training and development is available to all Employees; subject to the continuing professional development obligations of specific professional roles, and occupational safety and health training requirements; and
 - (c) the Employer must ensure that Employees in roles that are subject to continuing professional development requirements are provided with the means to enable them to comply with such requirements.
- 39.2 Management will assist all Employees to identify their training needs and options during performance reviews and at other times throughout the year.
- 39.3 The Employer agrees to provide the means for training for Employees, where the training is relevant to their role and is an operational requirement, and where funding is available.
- 39.4 For the avoidance of doubt, professional development as required by the Employer is separate to any Study Leave entitlement.
- 39.5 Managers will consider reasonable requests for TOIL for time required outside of normal business hours or additional time worked above 7.5 hours on a day for training approved and undertaken. This will be considered on a case by case basis having regard to the opportunity being provided to the Employee.

40 Policy and Procedure

- 40.1 Employees may, at any time, directly propose changes to policy and/or procedure to the appropriate member of Senior Management for their consideration. If the manager believes the suggestion does not merit action the Employee may raise it with the JCC.
- 40.2 The relevant member of Senior Management must respond to the Employee in writing regarding their proposal.
- 40.3 The Employers policies and procedures shall be reviewed for continuous improvement and/or to meet any statutory requirements or other relevant legislation. This review process is to include consultation with the JCC.

- 40.4 Subject to the protection of commercially sensitive, confidential and private information, Employees must be fully informed and consulted and must be given the opportunity to have direct input into the development of any policies, procedures and decisions that affect their working conditions, environment or procedures.

41 Access to Agreement, Information Statements and National Employment Standards

- 41.1 A copy of this Agreement and the NES will be kept in a place readily accessible to all Employees for their reference.
- 41.2 The Employer shall provide all Employees with a copy of this Agreement as soon as practicable after execution.
- 41.3 All new Employees will be given the below documents before, or as soon as possible after commencement of employment:
- (a) a copy of this Agreement;
 - (b) Fair Work Information Statement; and
 - (c) If the Employee is a Casual Employee, a copy of the Casual Employment Information Statement.

42 Advice to New Employees

- 42.1 The Employer will provide an Employee on commencement with a Contract of Employment setting out the Employee's:
- (a) Ordinary Hours of Work;
 - (b) Classification and salary level;
 - (c) Detailed duty statement;
 - (d) If a maximum term contract, the date the contract is due to end;
 - (e) General obligations;
 - (f) Confidentiality statement;
 - (g) length of probation period, the date that it will end and confirmation that it may be extended; and
 - (h) termination notice period required to be given by the Employee.

43 Variation or termination of this Agreement

- 43.1 This Agreement can be varied or terminated in accordance with the provisions of the Act.

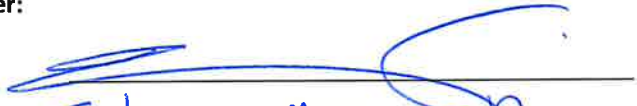
44 Replacement Agreement

- 44.1 No less than 6 months prior to the expiration of this Agreement, the Parties will endeavour to commence discussion regarding a replacement agreement.

Agreement Signatories

Signed for Employer:

Signature



Full Name

Johanna Marcia Ramsay

Address of Signatory

76 Witteroom Street, East Perth WA 6004

Position of Signatory

Chief Executive Officer

Date Signed

9/08/2024

Signed for the Employees:

Signature



Full Name

LILY FRANCES WALLIS

Address of Signatory

76 WITTENOOM ST, EAST PERTH 6004

Position of Signatory

LOGISTICS COORDINATOR (+ BARGAINING REP)

Date Signed

9/8/24

Signed for Union:

Signature



Full Name

WAYNE MICHAEL WOOD

Address of Signatory

102 EAST PALADE EAST PERTH

Position of Signatory

Branch Secretary - ASU WA Branch

Date Signed

12/8/24

SCHEDULE A Classifications

BAND 1			
Possible Levels	Indicative Roles	Position requirements & characteristics	Typical responsibilities & duties
Level 1 Entry level Level 2 Skills developing Level 3 Proficient Level 4 Working unsupervised	<ul style="list-style-type: none"> • Trainee • Junior • Admin support • Reception 	Some or all the following are needed to perform work at this level: <ul style="list-style-type: none"> - Basic knowledge of administrative practices and procedures relevant to the workplace. - Basic knowledge of administrative practices and procedures. - Work under direct supervision. 	A position of this level may include some of the following responsibilities and duties: <ul style="list-style-type: none"> - General admin; filing, ordering stationary, mail, entering data, copying, collating. - Customer service orientated tasks. - Follows established practices. - Completes routine tasks of basic skills and techniques. - Complies with work health & safety policy and procedure and codes of conduct.
BAND 2			
Level 1 Entry level Level 2 Skills Developing Level 3 Proficient Level 4 Working Unsupervised Level 5 Advanced Skills	<ul style="list-style-type: none"> • Finance Officer • Travel Logistics • Paralegal • Administrator • Coordinator • Project Officer • Graduate 	As above, and: <ul style="list-style-type: none"> - Work under direction. - Ability to follow defined routines, standards or choice of actions. - Ability to resolve minor work issues of a limited complexity. - Self-manage time, plan and organise own work. - Use technology well. - Knowledge and compliance with workplace policies and procedures. Demonstrates efficient internal and external client servicing.	As above, and: <ul style="list-style-type: none"> - Collaborates in a team on specified projects to achieve defined outcomes. - Degree of limited independence and responsibility within defined guidelines.

BAND 3			
<p>Level 1 Entry level Level 2 Skills Developing Level 3 Proficient Level 4 Working Unsupervised Level 5 Advanced Skills Level 6 Leadership and Strategy</p>	<ul style="list-style-type: none"> ● Finance Officer ● Administration ● Client Services ● Anthropologist ● Logistics ● Paralegal ● Officer ● PBC Coordinator ● Project Officer ● Lawyer ● Graduate ● GIS 	<p>As above, and:</p> <ul style="list-style-type: none"> - Working under general direction. - Undertakes responsibility for various activities and tasks within specialised area. - Planning and coordination of activities. - Application of skills and knowledge gained through qualifications and or experience. - Demonstrates professional or specialised knowledge and provide technical advice. - Developing leadership skills. 	<p>As above, and:</p> <ul style="list-style-type: none"> - Wide range of administrative or operational tasks. - Adheres to established work practices, however, may be required to exercise degree of judgement and initiative for problem solving within defined guidelines. - May supervise and assist lower band employees with specific problems. - Skilled use of Employer's systems. - Conducts research and analysis and prepares draft reports, papers, briefing notes. - Assists in development of new products, systems and methods. - Assists in management of contracts. - Trains other staff.
BAND 4			
<p>Level 1 Entry level Level 2 Skills Developing Level 3 Proficient Level 4 Working Unsupervised Level 5 Advanced Skills Level 6 Leadership and Strategy</p>	<ul style="list-style-type: none"> ● GIS ● Coordinator ● Travel & Logistics ● Anthropologist ● Paralegal ● Heritage ● Coordinator 	<p>As above, and:</p> <ul style="list-style-type: none"> - Sound knowledge of Company policy and procedures. - Utilises continuous improvement approach to work methods. - Displays leadership qualities. - Provides specialist expert advice in relevant discipline. - Managing or supervising staff. 	<p>As above, and:</p> <ul style="list-style-type: none"> - Contribute to operational and strategic objectives. - Perform duties of a specialised nature. - Lead teams. - Liaise with other professionals concerning technical / professional matters. - Apply knowledge of statutory and legal requirements.

	<ul style="list-style-type: none"> • PBC • Development Coordinator • Lawyer • Administrator • Project Officer • Ranger Mentor • Finance Officer • Administration Business Support Officer 	<ul style="list-style-type: none"> - Exercise sound judgement. - Promotes compliance with WHS practice and policy, and company values. 	<ul style="list-style-type: none"> - Contribute to projects of a complex nature. - Contribute to establishing policy and procedures.
BAND 5			
<p>Level 1 Entry level Level 2 Skills Developing Level 3 Proficient Level 4 Working Unsupervised Level 5 Advanced Skills Level 6 Leadership and Strategy</p>	<ul style="list-style-type: none"> • Accountant • Senior accountant • Trust Manager • HR Consultant • Anthropologist • Senior Administrator • Lawyer • Manager • Project Officer • Ranger Mentor • Coordinator 	<p>As above, and:</p> <ul style="list-style-type: none"> - Application of high level of skill and knowledge obtained through qualifications or significant experience. - Uses initiative and judgement where direction is not clearly defined. - Exercises effective interpersonal skills to motivate and influence colleagues and other stakeholders. - Works under general direction from senior employees. - Manage team workflow, prioritising projects and functions. 	<p>As above, and:</p> <ul style="list-style-type: none"> - Assists with budget planning and management. - Responsible for planning, coordination and implementation of complex projects. - Achieves results in live with organisations goals. - Ensuring client satisfaction. - Contribute to business growth. - Manages some client relationships.

BAND 6			
<p>Level 1 Entry level Level 2 Skills Developing Level 3 Proficient Level 4 Working Unsupervised Level 5 Advanced Skills Level 6 Leadership and Strategy</p>	<ul style="list-style-type: none"> • Senior • HR Consultant • Manager • General Manager 	<p>As above, and:</p> <ul style="list-style-type: none"> - Holds significant delegated authority from the senior management team. - Operate under limited direction from the senior management team. - Identifies and issues before they arise. - Exercises managerial control and autonomy over a function area. - High level of interpersonal skills to resolve organisational and management issues. - Contribute to the leadership of the company and strategic planning. - Negotiate on matters of significance within the organisation, with other bodies or members of the public. - Typically holds post-graduate qualifications. Thorough and comprehensive knowledge of company policies and procedures. 	<p>As above, and:</p> <ul style="list-style-type: none"> - Prepares reports, including CEO and Board reports. - Influence and develop organisation and business strategies. - Formation and establishment of programs, procedures, and work practices. - Contributes to overall Company performance. - Monitors and reports on team performance and budgets. - Complex professional problem solving. - Undertake significant projects and functions involving analytical skills or professional functions.

The below level descriptors will be used as a guideline for determining an Employee's level within a Band.

Level 1: Entry Level

Employees at this level are new to the organisation or role. They are in the early stages of their career in this role, and are focused on learning and adapting to the work environment. They require close supervision and guidance to perform tasks and may not yet have the depth of experience in the specific role.

Level 2: Skills Developing

Employees at this level have gained some experience in their role and are actively developing their skills. They can handle basic tasks independently but may still need occasional guidance. They are expanding their knowledge and competence in the key areas relevant to their position.

Level 3: Proficient

Proficient Employees have acquired a solid understanding of their role and demonstrate competency in performing their tasks. They work independently, consistently producing quality work. They may also contribute ideas and solutions to improve processes within their area of expertise.

Level 4: Working Unsupervised

Employees at this level can work autonomously and are capable of managing their workload without constant supervision. They have a thorough understanding of their responsibilities and can make decisions to accomplish tasks efficiently. They may also provide guidance to junior team members.

Level 5: Advanced Skills

Employees at this level possess advanced skills and expertise in their field. They consistently deliver high-quality work and are capable of handling complex tasks and projects within their area of expertise or work areas. They may take on leadership roles in certain projects and actively contribute to the development of new ideas and strategies.

Level 6: Leadership and Strategy

At this highest level, Employees demonstrate strong leadership skills and contribute strategically to the organisation. They provide guidance and direction to their team, fostering a culture of excellence. They are involved in decision-making at a strategic level, driving initiatives and contributing to the overall success of the organisation.

SCHEDULE B - Salaries

	First Full Pay Period July 2024	2024-2025	2025 - 2026	2026 - 2027	2027 - 2028
Classification Level / Incremental Steps	Salary from Commencement and backdated to the first full pay period on or after 1 July 2024	CPI adjustment to be backdated to the first full pay period on or after 1 July 2024	3% Adjustment to salary first full pay period on or after 1 July 2025	3% Adjustment to salary first full pay period on or after 1 July 2026	3% Adjustment to salary first full pay period on or after 1 July 2027
Band 1					
Level 1	54,600	TBC.	TBC.	TBC.	TBC.
Level 2	57,200	TBC.	TBC.	TBC.	TBC.
Level 3	59,800	TBC.	TBC.	TBC.	TBC.
Level 4	62,400	TBC.	TBC.	TBC.	TBC.
Band 2					
Level 1	65,480	TBC.	TBC.	TBC.	TBC.
Level 2	67,560	TBC.	TBC.	TBC.	TBC.
Level 3	69,640	TBC.	TBC.	TBC.	TBC.
Level 4	71,720	TBC.	TBC.	TBC.	TBC.
Level 5	73,528	TBC.	TBC.	TBC.	TBC.
Band 3					
Level 1	75,608	TBC.	TBC.	TBC.	TBC.
Level 2	78,208	TBC.	TBC.	TBC.	TBC.
Level 3	80,808	TBC.	TBC.	TBC.	TBC.
Level 4	83,408	TBC.	TBC.	TBC.	TBC.
Level 5	86,528	TBC.	TBC.	TBC.	TBC.

Level 6	88,608	TBC.	TBC.	TBC.	TBC.
Band 4					
Level 1	90,688	TBC.	TBC.	TBC.	TBC.
Level 2	92,768	TBC.	TBC.	TBC.	TBC.
Level 3	94,848	TBC.	TBC.	TBC.	TBC.
Level 4	96,928	TBC.	TBC.	TBC.	TBC.
Level 5	97,968	TBC.	TBC.	TBC.	TBC.
Level 6	100,048	TBC.	TBC.	TBC.	TBC.
Band 5					
Level 1	101,088	TBC.	TBC.	TBC.	TBC.
Level 2	103,688	TBC.	TBC.	TBC.	TBC.
Level 3	106,288	TBC.	TBC.	TBC.	TBC.
Level 4	108,888	TBC.	TBC.	TBC.	TBC.
Level 5	111,488	TBC.	TBC.	TBC.	TBC.
Band 6					
Level 1	113,568	TBC.	TBC.	TBC.	TBC.
Level 2	116,688	TBC.	TBC.	TBC.	TBC.
Level 3	119,808	TBC.	TBC.	TBC.	TBC.
Level 4	122,928	TBC.	TBC.	TBC.	TBC.
Level 5	126,048	TBC.	TBC.	TBC.	TBC.
Level 6	127,608	TBC.	TBC.	TBC.	TBC.
Level 7	129,168	TBC.	TBC.	TBC.	TBC.

* These salaries do not include CPI for the financial year 2023/2024. An increase equivalent to CPI will be applied to these salaries. The increase will also be backdated to the first pay period on or after 1 July 2024.

