

Larrakia Nation Aboriginal Corporation Enterprise Agreement 2024

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PART A: APPLICATION AND OPERATION OF AGREEMENT

1. Title

This agreement will be known as the Larrakia Nation Aboriginal Corporation Enterprise Agreement 2024.

2. Definitions

LNAC	<i>means Larrakia Nation Aboriginal Corporation</i>
Aboriginal	<i>means a person who is of Aboriginal descent, who identifies as such and who is accepted as such by the community in which they live or did live.</i>
Act	<i>means the Fair Work Act 2009 (Cth)</i>
Agreement	<i>means the Larrakia Nation Aboriginal Corporation Enterprise Agreement 2024</i>
NES	<i>means the National Employment Standards</i>
Employer	<i>means the Larrakia Nation Aboriginal Corporation and may be referred to as LNAC</i>
Employee	<i>means a person appointed to a work position by LNAC and to whom this Agreement applies</i>
FWC	<i>means the Fair Work Commission</i>
CEO	<i>means the Chief Executive Officer of LNAC or his/her delegate</i>
Board	<i>means the LNAC Board of Directors</i>
Immediate Family/Traditional Kinship	<p><i>for the purpose of this Agreement includes:</i></p> <ul style="list-style-type: none"> ➤ <i>Parents and parents of spouse</i> ➤ <i>Adoptive parents and adoptive parents of spouse</i> ➤ <i>Children and children of spouse</i> ➤ <i>Grandparents and grandparents of spouse</i> ➤ <i>Grandchildren and grandchildren of spouse</i> ➤ <i>Siblings and siblings of spouse</i> ➤ <i>Siblings children</i> ➤ <i>Spouses</i> ➤ <i>Ex-spouses</i> ➤ <i>Includes a person related to the Employee by traditional kinship</i> ➤ <i>Any other person that permanently resides in the Employee's household</i>
Representative/Support Person	<i>means a person chosen by the Employee to represent their interests and can be a colleague, Union representative or another external person</i>
Shiftworker	<i>An Employee who works fixed hours of work (e.g. shifts or rosters) that are outside or partly outside the ordinary hours of work between 6:00am and 6:00pm</i>

3. Scope

- 3.1 This Agreement is between LNAC and the Employees who work in the classifications contained in APPENDIX B: POSITION CLASSIFICATIONS STRUCTURE. For the avoidance of doubt, the CEO and other executive level employees beyond Level 8 (as set out in the classifications at Appendix B) are not a party to this Agreement.
- 3.2 This Agreement describes all the terms and conditions of employment for the Employees and replaces any existing agreements (whether registered or not) and any award covering or relating to the Employees.
- 3.3 No benefits in addition to those set out in this Agreement can be claimed during the life of this Agreement.

4. Duration of this Agreement

- 4.1 This Agreement shall be lodged in accordance with the Act.
- 4.2 This Agreement shall operate seven (7) days after the date on which it is approved by the FWC. The nominal expiry date for the Agreement will be four (4) years from the date of approval by the FWC.

5. Principles of this Agreement

The following principles shall govern the interpretation of this Agreement:

- 5.1 That appropriate respect and consideration be given to the traditional cultural, social and religious systems practiced by Aboriginal Australians, and as far as possible support shall be given to strengthen traditional cultural practices and identity.
- 5.2 That it is recognised that the general working environment in Aboriginal-controlled organisations requires the redress of past inequities.
- 5.3 That community and an employee's development, along with the transfer of job skills and information, is an integral part of every job, in order to increase Aboriginal knowledge, independence and self-sufficiency.
- 5.4 That nothing within this Agreement is intended to detract from Aboriginal self-determination and the capacity of Aboriginal Australians to choose their own employment strategies, goals and objectives.
- 5.5 That LNAC is predominantly resourced through systems of financial grants provided through the Australian Federal and Territory governments, and as such, is dependent upon Government for adequate levels of funding to ensure the maintenance of LNAC's infrastructure, staffing levels and conditions of employment.
- 5.6 That social and community service be administered in a manner that emphasises the importance of cooperation, with the common good and benefit in mind.
- 5.7 That both LNAC and its Employees shall maintain as their goal a continued improvement in the efficiency and effectiveness of their work.

6. Larrakia Cultural Protocols

- 6.1 The Larrakia people have always welcomed people on to the land throughout the long struggle for the recognition of the land. The Larrakia people aim to foster partnerships according to the cultural protocols, which we ask all Employees, stakeholders and visitors to understand and respect.

- 6.2 The Larrakia people are the Aboriginal traditional owners of all land and waters of the greater Darwin area including identified Aboriginal living areas.
- 6.3 Aboriginal lore/law requires respect for the cultural authority of the traditional owners.
- 6.4 Larrakia speak for Larrakia country; other traditional owners speak for their traditional lands.
- 6.5 We have a mutual obligation to care for our country with our neighbours.
- 6.6 Visitors should be aware that we have a body of knowledge in our land and waters, which includes sites of significance.
- 6.7 Larrakia people expect visitors and service providers to be aware of Larrakia cultural obligations and to respect and acknowledge them.
- 6.8 Visitors have the right to be treated with respect and understanding.
- 6.9 All visitors are responsible for their behaviour and should respect the guidance of Larrakia people.
- 6.10 Learning about country is everybody's responsibility and it is also the responsibility of government and non-government agencies.
- 6.11 Inappropriate behaviour reflects badly on Larrakia people and we do not accept it.

7. Individual Flexibility Arrangement (IFA)

LNAC and any or all Employees may agree to make an IFA to vary the effect of terms of the Agreement if:

- 7.1 The IFA deals with one (1) or more of the following matters:
 - (a) Arrangements for when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates;
 - (d) Allowances;
 - (e) Leave loading; and
 - (f) The IFA meets the genuine needs of LNAC and the Employee in relation to one (1) or more of the matters mentioned above; and
 - (g) The IFA is genuinely agreed to by LNAC and the individual Employee.
- 7.2 LNAC must ensure that the terms of the IFA:
 - (a) Are about permitted matters under section 172 of the Act; and
 - (b) Are not unlawful terms under section 194 of the Act; and
 - (c) Are consistent with section 65 of the Act; and
 - (d) Result in the Employee being better off overall than the Employee would be if no IFA was made.
- 7.3 LNAC must ensure that the IFA:
 - (a) Is in writing; and
 - (b) Includes the name of LNAC and the Employee; and

- (c) Is signed by LNAC and the Employee, or if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the IFA; and
 - (ii) How the IFA will vary the effect of the terms; and
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - (iv) States the day on which the IFA commences.
- (e) LNAC will provide the Employee with a written response within twenty one (21) days, stating whether the Employer grants or refuses the request.

7.4 LNAC must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.

7.5 Where the Employee's understanding of written English is limited, LNAC must take measures to the extent reasonably practicable, including translation into an appropriate language, to ensure the Employee understands the proposal.

7.6 The IFA may be terminated:

- (a) By LNAC or the individual Employee giving twenty eight (28) days' notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or
- (b) At any time, by written agreement between LNAC and the individual Employee.

7.7 The right to make an IFA pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between LNAC and an individual Employee contained in any other term of this Agreement.

PART B: CONSULTATION AND DISPUTE RESOLUTION

8. Consultation Term

- (a) This term applies if LNAC:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure, systems or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
- (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) sub clauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise LNAC of the identity of the representative; LNAC must recognise the representative.
- (e) As soon as practicable after making its decision, LNAC must:
- (i) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures LNAC is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
- (f) However, LNAC is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) LNAC must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure, systems or technology in relation to the enterprise of LNAC, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.

- (i) In this term, a major change is likely to have a significant effect on Employees if it is likely to result in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of LNAC's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(ii):
 - (i) LNAC must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise LNAC of the identity of the representative; LNAC must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, LNAC must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what LNAC reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that LNAC reasonably believes are likely to affect the Employees; and
 - (iii) 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).
- (n) However, LNAC is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) LNAC must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
 - (i) **relevant Employees** means the Employees who may be affected by a change referred to in subclause (a).

9. Dispute Resolution Term

- (a) If a dispute relates to:
 - (i) a matter arising under the Agreement; or

- (ii) the National Employment Standards;

this term sets out procedures to settle the dispute.

- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) 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.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- (e) The FWC may deal with the dispute in 2 stages:
 - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC 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.

- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an Employee must comply with a direction given by LNAC to perform other available work at the same workplace, or at another workplace, unless:
 - (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the Employee to perform; or
 - (D) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

PART C: TERMINATION OF EMPLOYMENT

10. Probation

- 10.1 New appointments will be on a probationary period of six (6) months.
- 10.2 While an Employee is on probation, such Employee's employment is temporary and may be terminated at any time during, or at the end of, the probationary period, by either the Employee or LNAC giving one (1) weeks' notice or payment in lieu of notice.

11. Termination

- 11.1 Notwithstanding that whether an Employee's engagement is a fixed term or ongoing contract, either LNAC or the Employee may terminate an Employee's employment contract in accordance with the Act by giving prior notice (or payment in lieu of notice) in accordance with the table below (subject to [clause 10](#)).

Length of continuous service with employer	Period of notice
Casual employee with any length of service	<i>1 hour</i>
Not more than 1 year	<i>1 week</i>
More than 1 year but less than 3 years	<i>2 weeks</i>
More than 3 years but less than 5 years	<i>3 weeks</i>
More than 5 years	<i>4 weeks</i>

- 11.2 Employees over 45 years old whom have at least two (2) years of continuous service with LNAC on the date of notice of termination, the period of notice will be increased by one (1) week.
- 11.3 Where an Employee is employed on a fixed term contract, the employment relationship will terminate automatically at the end of the fixed term. No notice is required, and no compensation will be payable in such circumstances. If the Employee presents to work following the end of a fixed term engagement (and any subsequent day) and is allowed by management of LNAC to continue to work, the Employee will be deemed to have been engaged on a fixed term engagement on the same terms as the previous engagement except that the period of engagement is for one (1) month.

12. Termination by Employee

- 12.1 The notice of termination required to be given by an Employee shall be the same as that required of LNAC, save and except that there shall be no additional notice based on the age of the Employee concerned.
- 12.2 If an Employee fails to give appropriate notice, LNAC may withhold monies equivalent to the Employee's salary for their ordinary hours of work for that period of notice.

13. Summary Dismissal for Serious Misconduct

- 13.1 LNAC may terminate an Employee's employment at any time without notice for serious misconduct. Examples of serious misconduct include, but are not limited to:

- (a) Theft; or
- (b) Fraud; or
- (c) Assault/Battery; or
- (d) Malingering; or
- (e) Negligence; or
- (f) Wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment; or
- (g) Conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of LNAC's operations.
- (h) Being under the influence of alcohol or prescribed and/or non-prescribed drugs at work (or otherwise failing to comply with LNAC's Alcohol & Drugs Policy); In the Northern Territory, THC is classified as a prohibited drug, pursuant to section 19A of the Traffic Act NT (the Traffic Act), and the Traffic Regulations and 9. Section 28(1)(a) of the Traffic Act creates an offence for driving with a prohibited drug in the body or
- (i) Supplying or possessing any illegal or restricted drugs at or in work premises or vehicles (without appropriate proof of authorisation); or
- (j) Sexual harassment of Employees and/or clients; or
- (k) Engaging in any form of prohibited discrimination (e.g. race, religion, gender, disability etc.); or
- (l) Refusing to carry out a lawful and reasonable instruction that is consistent with the contract of employment; or
- (m) Breaching obligations in relation to confidential information or intellectual property; or
- (n) Engaging in any conduct that exposes LNAC to orders by a Court, Tribunal or other similar body for compensation, costs, damages, fines or penalties; or
- (o) Engaging in any work (whether as an employee, contractor or otherwise) or becoming concerned or interested in any other business of any kind whatsoever without first obtaining the written approval of the CEO; or
- (p) Failing to promptly report all serious misconduct involving other Employees to LNAC and/or failing to assist LNAC in the investigation of allegations of misconduct by other Employees; or
- (q) Any serious breach of LNAC's policies and procedures; or
- (r) Doing any act that damages the relationship of trust and confidence between the Employee and LNAC.

13.2 In the event of summary dismissal for serious misconduct, salary/wages, accrued leave (payable on termination in accordance with this Agreement or the law) will be paid up to the time of dismissal only.

14. Redundancy

14.1 It is acknowledged that LNAC relies on a number of short-term funding agreements that may end or not be renewed from time to time. It is acknowledged that if funding is not renewed or ends, LNAC may need to make positions redundant and that this may not be limited to positions directly tied to the funding that ends/is not renewed.

14.2 If redundancy was to occur, LNAC will provide the Employee with the minimum period of notice and pay the corresponding amount of redundancy pay in accordance with section 119(2) of the Act.

15. Obligations on Termination of Employment

15.1 On termination of employment:

- (a) LNAC may withhold from any payment due to the Employee, any amount owed by the Employee to LNAC (and to this end the Employees hereby agree to such deductions and agree that such deductions are not unreasonable for the purposes of section 326 of the Act); and
- (b) Employees must return all LNAC property (including property leased by LNAC) to LNAC on or before the date of termination including all written or machine-readable material, software, computers, credit cards, uniforms, keys, and vehicles, in substantially the same condition as at the date that such LNAC property was provided to the Employee.

15.2 It is acknowledged that a failure by an Employee to return LNAC property to LNAC in accordance with this clause may be considered by LNAC to be a theft, and LNAC may report it to the Police.

15.3 If a person ceases to be an Employee of LNAC for any reason, LNAC may recover any money owing by the Employee to LNAC for any reason (including for clothing, tools, keys, phones etc. that are not returned, or for money or benefits that are taken from LNAC without authorisation) and may deduct any such money owing from the Employee's termination pay.

16. Abandonment of Employment

16.1 It is a requirement of employment with LNAC that all Employees notify their Manager/Supervisor of any inability to attend work.

16.2 Employees should advise their Manager/Supervisor at the earliest possible opportunity of any non-attendance and provide a reasonable explanation for the non-attendance (refer to Code of Conduct policy)

16.3 Where an employee is absent from work for at least three (3) consecutive days without reasonable cause and without notifying LNAC of the absence will be regarded as having abandoned their employment with effect from the end of the third day of the absence.

16.4 LNAC will make all reasonable efforts to contact the employee during any such period to determine the reasons for the employee's absence and failure to notify LNAC of the absence and to attempt to provide the employee with the opportunity to provide reasons why the employee's employment should not be terminated.

16.5 An Employee will be given the minimum period of notice in accordance with section 117 of the Act where they have abandoned their employment.

PART D: EMPLOYMENT TYPES AND OBLIGATIONS

17. Code of Conduct and other Policies

- 17.1 Employees of LNAC must comply with the Code of Conduct, as published by LNAC from time to time.
- 17.2 LNAC may change the Code of Conduct from time to time provided it gives notice to employees and complies with Clause 8 of this Agreement where necessary.

18. Employment Engagement and Type

- 18.1 Upon engagement, LNAC will provide the Employee with a Letter of Engagement that will detail their appointment with LNAC, and outline whether their engagement will be ongoing, fixed-term, full-time/part-time or casual.

19. Ongoing Contracts of Employment

- 19.1 Except to the extent that the conditions under this Agreement are more beneficial, the existing terms and conditions under the Employee's ongoing contract will remain in force, including but not limited to pay, hours, and benefits, and will not be modified by this Agreement, unless agreed to in writing by LNAC and the Employee.
- 19.2 Ongoing Full-time Employment:
- (a) 'Ongoing full-time employment' applies to an Employee who is engaged in working an average of 70 hours per fortnight or an average of 35 hours per week over a fortnightly basis.
 - (b) [Part C – Termination of Employment](#) of this Agreement applies to Employees engaged in ongoing full-time employment.
- 19.3 Ongoing Part-time Employment:
- (a) 'Ongoing part-time employment' applies to an Employee engaged in working less than 70 hours per fortnight.
 - (b) Part-time Employees shall work regular hours according to their Letter of Engagement.
 - (c) Changes in hours of work may be made by agreement between LNAC and the Employee provided that any extra hours worked up to 70 hours per fortnight, in addition to the regular hours designated for the Employee, shall be paid at ordinary time rates. Nothing in this clause shall prevent LNAC requiring an Employee to work reasonable overtime.
 - (d) An ongoing part-time Employee shall be entitled to all conditions of employment applicable to an ongoing full-time Employee on a pro rata basis.
 - (e) [Part C – Termination of Employment](#) of this Agreement applies to Employees engaged in ongoing part-time employee.

20. Fixed Term Contracts of Employment

- 20.1 Due to the nature of LNAC's funding arrangements, all new employment contracts entered into under this Agreement are fixed term contracts in nature, consistent with organisational funding.

- 20.2 'Fixed term employment' means employment for a specified period or project, for which the Letter of Engagement or contract will specify start and end dates of that employment.
- 20.3 Fixed Term Full-time Employment:
- (a) 'Fixed term full-time employment' applies to an Employee engaged in working an average of 70 hours per fortnight or an average of 35 hours per week over a fortnightly basis.
 - (b) [Part C – Termination of Employment](#) of this Agreement applies to Employees engaged in fixed term full-time employment.
- 20.4 Fixed Term Part-time Employment:
- (a) 'Fixed term part-time employment' applies to an Employee engaged in working less than 70 hours per fortnight.
 - (b) Fixed term part-time Employees shall work regular hours according to their Letter of Engagement.
 - (c) Changes in hours of work may be made by agreement between LNAC and the Employee provided that any extra hours worked up to 70 hours per fortnight, in addition to the regular hours designated for the Employee, shall be paid at ordinary time rates. Nothing in this clause shall prevent LNAC requiring an Employee to work reasonable overtime.
 - (d) A fixed term part-time Employee shall be entitled to all conditions of employment applicable to a full-time Employee on a pro rata basis.
 - (e) [Part C – Termination of Employment](#) in this Agreement applies to Employees engaged in fixed term part-time employment.

21. Casual Employment

- 21.1 'Casual Employment' applies to an Employee engaged by the hour and paid on an hourly basis that includes a **casual loading of 25%**, which is compensation for non-entitlement to any of the forms of paid leave of absence under the terms of the Agreement.
- 21.2 Employees engaged in casual employment will be given one (1) hours' notice of termination of employment. Casual Employees may resign their employment giving one (1) hours' notice to LNAC.
- 21.3 At each period of employment, an Employee engaged under a casual contract shall be afforded a minimum payment for three (3) hours' work per shift.
- 21.4 In the event the Employee is required to work over 70 hours within a rostered fortnight, overtime penalty rates will be payable in accordance with clause Overtime and Time off in Lieu (TOIL)36 of this Agreement.
- 21.5 Right to request Casual Conversion – Rights of casual employees to convert to permanent employment as set out in Division 4A of the Act

PART E: WAGES AND RELATED MATTERS

22. Rates of Pay and Classification Structure

22.1 [Appendix A](#) and [Appendix B](#) outline LNAC Rates of Pay and Classification Structure.

23. Payment of Wages and Pay Slips

23.1 Wages will be paid fortnightly by electronic funds transfer.

23.2 Wages will be paid on the Wednesday following the last rostered Sunday each fortnight.

23.3 In the event LNAC's pay day coincides with a public holiday, Employees' salaries will be paid the day prior to the public holiday.

23.4 Pay slips will be provided by email and set out the particulars of payments and deductions.

24. Performance Review

24.1 LNAC undertakes to conduct performance reviews with Employees annually, as per the Performance Review Policy.

24.2 Management of unsatisfactory work performance

Consistent with LNAC's Performance Review Policy, LNAC management will work with the Employee to:

- (a) support Employees with unsatisfactory work performance to improve their performance to the required standard;
- (b) ensure that unsatisfactory work performance is addressed as a priority;
- (c) reflect the values of integrity, impartiality, accountability and respect with the aim of ensuring that Employees are treated fairly and reasonably; and
- (d) provide a fair and transparent framework for action to be taken where an Employee continues to perform below LNAC'S expected standards.

24.3 Performance-Based Salary Increments

Eligibility:

Staff members may be eligible for a salary increment, subject to the following conditions:

- (a) Performance Review: The increment is contingent upon the employee receiving a positive performance review during the evaluation period.
- (b) Salary Band: Employees will only receive an increment if their current salary is below the maximum of their designated salary band. Those at the top of their band will not be eligible for additional increments.

Payment Schedule:

Annual Increment Payment: Eligible increments will be processed and paid annually, with the adjustment reflected in the final pay of the financial year.

These increments aim to reward high performance while aligning compensation with the company's annual review cycle.

25. Recognition of Previous Experience

25.1 Employees may be credited with previous experience in the work for which they are being engaged for the purpose of determining salary on their appointment, provided that such crediting is consistent with the rates paid to similarly engaged existing employees.

26. Wages for Trainees

Wages for trainees will be in accordance with the National Training Wage.

27. Salary Packaging and Salary Sacrifice

27.1 LNAC Employees may avail themselves of the advantage of fringe benefits salary packaging through LNAC's designated salary packaging provider and salary sacrifice.

27.2 LNAC accepts no liability for the advice provided by the designated salary packaging provider, nor any costs incurred.

27.3 In the event where LNAC's exemption from payment of fringe benefits is removed, packaging arrangements will become void, and the Employee's salary will revert to the pre-packaging rates of pay.

28. Superannuation

28.1 LNAC will make superannuation payments on behalf of Employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

PART F: HOURS OF WORK, BREAKS, OVERTIME AND TIME OFF IN LIEU

29. Ordinary Hours of Work

- 29.1 Ordinary hours of work will be Monday to Friday between the hours of 6:00am and 6:00pm.
- 29.2 The maximum daily hours for Employees will be 12 hours per day.

30. Full-time Employees

- 30.1 The ordinary hours for full-time Employees shall be an average of 70 hours per fortnight.

31. Part-time Employees

- 31.1 The ordinary hours for part-time Employees shall be less than 70 hours per fortnight according to a written agreement.

32. Casual Employees

- 32.1 Casual Employees are engaged by the hour and paid on an hourly basis that includes a casual loading of 25%, which is compensation for non-entitlement to any of the forms of paid leave of absence under the terms of the Agreement.

33. Hours worked outside Ordinary Hours of Work

For ordinary hours worked outside of 6:00am and 6:00pm, Monday to Friday, the following applies:

33.1 Monday to Friday:

Between 6:00pm and 6:00am a 15% loading will apply for hours worked.

33.2 Saturday:

Time and a half will apply for the hours worked. No other loadings apply.

33.3 Sunday:

Double time will apply for the hours worked. No other loadings apply.

33.4 Public Holidays:

- (a) [Appendix C](#) outlines the Northern Territory Public Holidays.
- (b) All hours worked on a Public Holiday outlined in [Appendix C](#) will be paid at double time and a half.
- (c) For hours not worked on a Public Holiday, but where a Public Holiday falls on ordinary hours usually worked, full-time Employees and part-time Employees whose usual hours of work fall on that day will be paid at ordinary rates.
- (d) If an Employee is rostered to work on a Public Holiday and fails to attend, or advises LNAC of non-attendance, this shall be treated as Leave Without Pay.

34. Flexible Working Arrangements

- 34.1 An Employee who meets the following pre-conditions may request a flexible working arrangement (**FWA, FWAs**), if the circumstances set out at clause 34.2 apply:
- (a) An Employee other than a Casual Employee who has completed at least twelve (12) months of continuous service with LNAC immediately before making the request; or
 - (b) Casual Employees who are, immediately before the request, regular casual LNAC employees who have been employed on that basis for a sequence of periods of of employment during a period of at least twelve (12) months and who have a reasonable expectation of continuing their employment with LNAC on a regular and systematic basis.
- 34.2 Employees who fall within clause 34.1 can request FWAs if any of the circumstances at 34.2(a) to (g) apply, and the Employee would like to change his or her working arrangements because of those circumstances:
- (a) The Employee is pregnant;
 - (b) The employee is the parent, or has the responsibility for the care, of a child who is school aged or younger;
 - (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (d) the Employee has a disability;
 - (e) the Employee is 55 or older;
 - (f) the Employee is experiencing family and domestic violence; or
 - (g) 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 family and domestic violence.
- 34.3 Requests for FWAs must be in writing and:
- (a) Explain what changes are being sought; and
 - (b) Set out reasons for the changes.
- 34.4 When an Employee makes a request to LNAC for a FWA, LNAC shall give the Employee a written response within twenty-one (21) days, and the response will:
- (a) confirm that LNAC grants the request as sought; or
 - (b) set out an agreed change to the Employee's working arrangements, if a change is agreed that differs from what the Employee originally requested, following discussion between the Employee and LNAC; or
 - (c) State LNAC refuses the request (subject to clause 35.5), including the matters set out at clause 34.6.
- 34.5 LNAC may only refuse a request for a FWA if:
- (a) LNAC has discussed the FWA request with the Employee; and
 - (b) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the relevant circumstances as set out in 34.2; and
 - (c) LNAC and the Employee have not reached an agreement; and

- (d) LNAC has had regard to the consequences of the refusal for the Employee; and
- (e) LNAC has reasonable business grounds (in accordance with the Act) for refusing the FWA request.

34.6 If LNAC refuses an Employee's request for a FWA, then in its written response, LNAC will:

- (a) set out details of the reasons for the refusal; and
- (b) set out the particular business grounds for refusing the request; and
- (c) explain how those business grounds apply to the Employee's request; and
- (d) either:
 - (i) set out what changes (other than those requested) to the Employee's working arrangements that would accommodate the circumstances at 34.2, LNAC would be willing to make; or
 - (ii) state that there are no such changes and set out the effect of sections 65B and 65D of the Act, which deal with dispute and arbitration processes for refusal of FWAs.

35. Breaks

35.1 Any Employee who is rostered/requested to work for a continuous period of more than five (5) hours shall be given the opportunity to take an unpaid break.

35.2 The employee's manager can set the meal break time where agreement is not reached, and this is necessary to meet essential operational requirements.

35.3 Breaks shall be not less than thirty (30) minutes and not more than sixty (60) minutes.

35.4 Full-time Employees shall be given the opportunity to take two (2) paid breaks of fifteen (15) minutes duration within each working day. Normally, one break would be taken in the morning and one in the afternoon.

36. Overtime and Time off in Lieu (TOIL)

36.1 From time to time, LNAC may request an Employee to work hours in excess of their ordinary hours.

36.2 A request to work hours in excess of ordinary hours must be made by the Employee to the CEO in writing prior to the excess hours being worked. Such a request must specify whether the Employee will be compensated through:

- (a) Overtime pay; or
- (b) TOIL

for the extra hours worked, provided that, if the request does not specify the method of compensation, it will be taken to mean approval for TOIL for the extra hours worked.

36.3 For the avoidance of doubt, time worked in excess of ordinary hours per fortnight by an Employee will not be considered overtime or TOIL for the purposes of this clause unless the CEO has provided the Employee with prior written approval for such overtime or TOIL. Only then will overtime or TOIL be approved for hours worked in excess of ordinary hours per fortnight. LNAC encourages all Employees to manage their respective workloads to ensure that all tasks are completed during ordinary hours to the extent possible.

36.4 The CEO will only authorise compensation for excess hours worked in the form of overtime in exceptional circumstances (and that TOIL is the usual form of compensation paid).

36.5 An Employee who receives a request from the CEO to work hours in excess of ordinary hours may either:

- (a) Accept the proposal from the CEO and work the additional hours; or
- (b) Notify the CEO within twenty four (24) hours or within a reasonable time period that the Employee does not wish to work the additional hours requested.

36.6 Employees who work authorised overtime shall be paid as follows:

- (a) Authorised overtime worked by employees between Monday and Friday shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- (b) Where authorised overtime falls on a Saturday, it shall be time and a half for the first three (3) hours worked and double time thereafter.
- (c) Where authorised overtime falls on a Sunday, it shall be double time for each hour worked.
- (d) Where authorised overtime falls on a Public Holiday, it shall be double time and a half for each hour worked.

36.7 Employees who work authorised TOIL hours shall accrue TOIL calculated at the employee's ordinary rate up to 35 hours – time for time (i.e. 'an hour off for an extra hour worked').

36.8 Approved TOIL hours accrued in excess of 35 hours will be paid at the overtime rates set out in sub-clause 36.6 of this Agreement.

- 36.9 Employees may use authorised TOIL accruals to take paid leave with the prior written approval of the CEO.
- 36.10 TOIL can be taken with annual leave, sick leave or any other leave detailed in this Agreement by mutual agreement between LNAC and the Employee.
- 36.11 An Employee may not accumulate more than ten (10) hours of TOIL in any given month.
- 36.12 Accrued TOIL must be utilised within 30 days of accrual. If TOIL is not used within this timeframe, the Employee will be paid TOIL at the overtime rate applicable to when the overtime was worked. The only exception to this will be the 3 day Christmas shutdown TOIL for shift workers, staff will be given 3 months to utilise.
- 36.13 For the avoidance of doubt, any approved accrued TOIL entitlement not dispensed with during the course of an Employee's employment will be paid out on termination of employment at the overtime rate applicable to when the overtime was worked.
- 36.14 This clause 36 will operate subject to clause 28.2 of the *Social, Community, Home Care, and Disability Services Award 2010* (the Award) in relation to TOIL provisions, to the extent that provisions in clause 28.2 of the Award which are more favourable to Employees compared to clause 36 of the Agreement, those Award provisions will apply.

37. Rest Periods

- 37.1 Rest periods between the termination of ordinary hours and the commencement of ordinary hours shall be at least eight (8) consecutive hours off duty (unless otherwise agreed by LNAC and the Employee).

PART G: ALLOWANCES

38. Higher Duties Allowance

- 38.1 An Employee engaged for five (5) consecutive days or more during any pay period on duties carrying a higher rate than their ordinary classification will be paid the higher rate for that period.
- 38.2 Where an Employee is required to undertake these duties for a lesser period they are not entitled to the higher rate for that period.
- 38.3 Where an Employee is called upon to temporarily perform duties for which a lower rate is fixed the Employee shall suffer no reduction in pay (unless agreed by the Employee).

39. First Aid Allowance

- 39.1 At least one Employee will be trained in first aid for each LNAC office during ordinary business hours.
- 39.2 Employees with valid Advanced First Aid and CPR Certificates who are designated as First Aid Officers for identified roles as detailed in their Position Description (at approval of the CEO), will receive an allowance of \$18.00 per week.
- 39.3 The appropriate first aid training for the purpose of this clause is to be coordinated by LNAC.
- 39.4 Employees expected to provide first aid as part of their job, will not be paid the allowance as this will be incorporated into their wages.

40. Travel, Meal and Camping Allowance

- 40.1 Where an Employee, in the course of their employment is required by LNAC (in writing) to travel from their normal place of work and such travel extends overnight, LNAC will provide to the Employee with the relevant allowance as follows (to be paid at the discretion of the CEO acting reasonably):
- (a) Accommodation and meals at no cost to the Employee;
 - (b) A camping allowance for any nights where the Employee is required to camp out (using a swag or tent and not staying in a room or cabin or other kind of permanent structure);
 - (c) Hotel accommodation coordinated and paid for by LNAC (where applicable);
 - (d) A meal allowance as set out in the table below; or
 - (e) Any combination of the above at the discretion of LNAC.
- 40.2 Meal allowances will be paid as follows:

Breakfast	\$32.10
Lunch	\$36.10
Dinner	\$61.50
Incidentals	\$23.00

- 40.3 LNAC will pay for direct costs approved in advance for travel if travel allowance is not paid.
- 40.4 LNAC will provide notice to the Employee of the allowance that applies prior to the Employee commencing such travel.
- 40.5 A camping allowance in the sum of \$50.00 will be paid to the Employee in addition to the provision of camping equipment and food (where applicable) if the Employee is camping.
- 40.6 Additional approved work-related expenses incurred will be reimbursed on production of receipts at the discretion of the CEO. Employees are to seek approval prior to incurring any work-related expenses.

41. Meal Allowance during Overtime

- 41.1 When an Employee is required by LNAC to work more than two (2) hours after the Employee's usual finishing time LNAC will supply the Employee with a meal or pay an amount of \$15.20 to meet the cost of a meal (i.e. - payable upon ten (10) hours of continuous work).
- 41.2 The employee will be entitled to additional overtime meal breaks of 30 minutes after each additional 4 hours of overtime subject to the overtime continuing after the completion of each overtime meal break.

42. Vehicle Allowance

- 42.1 LNAC may request that an Employee use their own vehicle for LNAC operational purposes. Such requests will be compensated through a kilometre allowance.
- 42.2 In the event an Employee is required by LNAC to use their own vehicle for LNAC operational purposes, LNAC will reimburse the Employee through a kilometre rate as per the ATO schedule per kilometre. This will be paid within thirty (30) days of the Employee providing LNAC with a logbook showing the proportion of kilometres travelled by the Employee in the Employee's vehicle for LNAC work purposes. The Employee must ensure that they:
- (a) Accurately complete the logbook for each work trip for LNAC;
 - (b) Maintain registration of the Employee's vehicle in the Northern Territory;
 - (c) Maintain a Northern Territory Driver's licence;
 - (d) Insure their vehicle with full comprehensive vehicle insurance; and
 - (e) Maintain the vehicle to the satisfaction of the CEO.

43. Bilingual Allowance

- 43.1 An Employee with appropriate indigenous language skills who is called upon to use those skills and approved by the CEO, will be paid a weekly allowance of \$35.00 (pro rata if the Employee works less than full time hours).

44. Laundry Allowance

- 44.1 An Employee who is required to wear a uniform to perform their duties will be paid a laundry allowance of \$1.00 per shift for the laundering of uniforms.

PART H: PUBLIC HOLIDAYS

45. Public Holidays

- 45.1 [Appendix C](#) outlines the Northern Territory Public Holidays.
- 45.2 Employees (except casual Employees) who normally work on the day a public holiday falls will be paid their base pay rate for the ordinary hours they would have worked if they had not been away because of the public holiday.
- 45.3 All hours worked on a public holiday outlined in [Appendix C](#) will be paid double time and a half.
- 45.4 Where a public holiday falls during a period of Higher Duties Allowance being awarded to an Employee, the payment for the public holiday shall be at the Higher Duties Allowance rate.
- 45.5 Where an Employee is absent from their employment on the working day before or after a public holiday without reasonable excuse (and evidence) or without consent from LNAC, the Employee shall not be entitled to payment for that public holiday.
- 45.6 Where a rostered Employee (ie Patrol Officer) is rostered to work on a public holiday but does not present for duty, the Employee shall not be entitled to payment for that public holiday.
- 45.7 If this clause 45 operates in a way that is less beneficial to an Employee than the NES, then the Employee shall be entitled to the benefit or entitlement prescribed by the NES in relation to payment for public holidays.

PART I: LEAVE

46. Leave

- 46.1 An Employee must apply for annual leave and personal leave via the LNAC electronic time and attendance system (all other leave must be applied for in writing) and giving the appropriate notice as set out in the table below.
- 46.2 The CEO may use their discretion when accepting leave applications where an Employee has provided notice that is less than the notice period set out in the table below.

Notice	Leave	Approving authority	Evidence required
7 days	Annual Leave (less than 7 days)	Program Manager	See clause 47 for details
4 weeks	Annual Leave (more than 7 days)	Program Manager	See clause 47 for details
Same day	Unplanned Personal Leave	Program Manager	See clause 51 for details

As soon as possible	Planned Personal Leave	Program Manager	See clause 51 for details
7 days	Compassionate Leave	CEO	See clause 52 for details
7 days	Special Leave	CEO	See clause 53 for details
10 weeks	Maternity/Paternity Leave	CEO	See clauses 55 and 56 for details
7 days	Cultural Leave	CEO	See clause 59 for details
7 days	Religious Leave	CEO	See clause 60 for details
7 days	Study Leave	CEO	See clause 633 for details
4 weeks	Long Service Leave	CEO	See clause 64 for details
2 weeks	Union Training	CEO	See clause 645 for details
1 day	NAIDOC week leave	CEO	See clause 646 for details
7 days	LWOP (less than 7 days)	CEO	See clause 67 for details
4 weeks	LWOP (more than 7 days)	CEO	See clause 67 for details

47. Annual Leave

- 47.1 This clause does not apply to casual Employees.
- 47.2 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 47.3 Full-time Employees will be entitled to twenty five (25) working days annual leave per year, accruing per hour worked.
- 47.4 Part-time Employees accrue annual leave on a pro-rata basis.
- 47.5 Employee's must request annual leave in accordance with Clause 46 and have their request approved by LNAC before they go on leave. Annual leave will not be approved after the fact. Where possible, LNAC will endeavour to grant annual leave for the time requested. However, all annual leave will be granted at the discretion of LNAC in accordance with its operational requirements.
- 47.6 Where a public holiday is observed during an Employee's period of annual leave, the holiday will be paid as ordinary hours and not deducted from the Employee's annual leave entitlements.
- 47.7 The CEO may require Employees to take specified days as annual leave at such times as may be in the interest of LNAC (with a minimum of eight (8) weeks' notice).
- 47.8 Annual leave is accumulative year on year.

48. Annual Leave Loading

- 48.1 Employees are entitled to annual leave loading at the rate of 17.5%.
- 48.2 Annual leave loading will be payable on each occasion that an Employee takes annual leave.
- 48.3 Annual leave loading shall not be paid in advance and will only be paid when annual leave is taken.
- 48.4 Annual leave loading will be paid on accrued annual leave at the time of termination of employment.

49. Sickness while on Annual Leave

- 49.1 An Employee who suffers illness whilst on annual leave is entitled to take personal leave for the period of the illness subject to the production of a medical certificate and availability of sufficient personal leave entitlements.

50. Cashing Out Annual Leave

- 50.1 At the written request of the Employee, LNAC shall permit the Employee to cash out up to two (2) weeks annual leave per financial year, provided that the Employee has at least four (4) weeks remaining in accordance with section 93(2)(a) of the Act.
- 50.2 Annual leave loading shall be paid on accrued annual leave that is cashed out in accordance with this clause.
- 50.3 For the avoidance of doubt, a maximum of two (2) weeks annual leave may be cashed out in any one financial year.

51. Personal/Carers Leave

- 51.1 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work.
- 51.2 Full-time Employees will be entitled up to ten (10) working days personal/carers leave per year, accruing per hour worked.
- 51.3 Part-time Employees accrue personal/carers leave on a pro-rata basis.
- 51.4 An Employee may take paid personal/carer's leave if the leave is taken:
 - (a) where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide 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 of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.
- 51.5 An Employee's application for personal/carers leave shall be in accordance with Clause 46 and shall be accompanied by a medical certificate or other evidence satisfactory to LNAC in the following circumstances:

- (a) Where the absence is two (2) or more consecutive days;
 - (b) The LNAC Employee has previously been absent for an aggregate of four (4) days during the current financial year without producing a medical certificate;
- or

Where the absence falls on a working day before or after a weekend, public holiday, annual leave or rostered day off.

51.6 The Employee must notify their immediate supervisor at least four (4) hours prior to the Employee's shift commencing or as soon as practicably possible prior to the commencement of the Employee's normal start time. The first attempt of notification shall be by telephone to the Employee's supervisor. If unsuccessful, communication either via email or text message is acceptable and is to be followed up by a telephone call.

51.7 Medical certificates will only be accepted if they are issued by:

- (a) A registered or licensed medical practitioner, as recognized under the relevant laws of the Northern Territory (NT) governing the registration or licensing of medical practitioners.
- (b) A local chemist (pharmacist) where applicable.
- (c) Specialist practitioners from other jurisdictions will be reviewed on receipt.
- (d) Certificates from other sources will not be considered valid for the purposes of sick leave or related absences.

51.8 Personal/carers leave is accumulative year on year.

52. Compassionate Leave

52.1 An Employee will be entitled to two (2) days of compassionate leave on each occasion to spend time with a member of their Immediate Family who has sustained a life-threatening illness or injury. Compassionate leave can also be taken after the death of a member of the Employee's Immediate Family and for funeral attendance.

52.2 Compassionate leave may be granted to attend funerals of a person who is not a member of the Employee's Immediate Family at the sole discretion of the CEO and may be paid or unpaid.

52.3 For the avoidance of doubt, compassionate leave cannot be used for cultural or ceremonial activities when unrelated to reasons specified for cultural leave.

53. Special Leave

53.1 An employee may be granted special leave of five (5) days per annum in cases of emergencies or other matters at the discretion of the CEO.

53.2 Approval of special leave will not exceed five (5) days in any year.

53.3 The CEO may request that an Employee utilise other accrued leave options in conjunction or in place of any granted special leave.

53.4 Special leave must be applied for in accordance with Clause 46.

53.5 Special leave does not accumulate from year to year.

54. Parental Leave

54.1 Definitions:

For the purpose of clauses 54, 55, 56, 57 and 58:

Continuous service	In relation to a period of service by an Employee, means a period of service with LNAC during the whole of the period, including any period of authorised paid leave, or any period of authorised unpaid leave that is expressly stated as counting as service by a term or condition of employment, or under the Act.
De facto partner	Means a person who lives with the Employee as husband, wife or same sex partner on a genuine domestic basis, although not legally married to the Employee.
Medical certificate	Means a certificate signed by a medical practitioner.
Medical practitioner	Means a person registered, or licensed, as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
Parental leave	Means any of the types of leave stated in this clause.
Primary caregiver	Means an Employee who has primary responsibility for the care of a child.
Spouse	Includes a de facto partner, former spouse or former de facto spouse.

54.2 Types of Parental Leave

- (a) Subject to an Employee satisfying any specified qualifying requirements, the types of parental leave available under this clause are summarised in the following clauses:
- (i) Maternity Leave;
 - (ii) Paternity/Partner Leave; and
 - (iii) Adoption/Foster Care Leave.
- (b) Except where otherwise stated in this clause, weekends, public holidays, and rostered days off (if any) are part of parental leave and do not extend the period of leave.

55. Maternity Leave

55.1 Subject to the requirements of this sub-clause, a pregnant Employee with at least twelve (12) months' continuous service with LNAC may access twelve (12) weeks of paid maternity leave.

55.2 To be entitled to maternity leave, an Employee must give her CEO the following notice and evidence:

- (a) Not less than ten (10) weeks before the expected date of the birth, a medical certificate stating the expected date of birth;
- (b) Not less than ten (10) weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken, along with a statutory declaration

stating that the Employee intends to be the child's primary caregiver at all times whilst on leave; and

(c) As soon as is practicable, a copy of the child's birth certificate.

55.3 The Employee will not be in breach of sub-clause 56.2 if the failure to give the required notification and evidence is because of the birth occurring earlier than expected or any other compelling circumstance.

55.4 An Employee may commence ordinary maternity leave at any time within six (6) weeks immediately prior to the expected date of birth.

55.5 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, the Employee must provide a medical certificate stating that she is fit to work her normal duties.

56. Paternity/Partner Leave

56.1 Subject to the requirements of the clause, an Employee may access paternity/partner leave entitlements.

56.2 An Employee who has completed at least one (1) years continuous service at the time of commencing his or her leave may take up to six (6) weeks leave, including two (2) weeks paid leave, to be taken within the week starting on the day that the Employee's spouse begins to give birth, with such leave able to be taken at the same time that the Employee's spouse is taking paid or unpaid maternity leave.

56.3 The following conditions apply to paternity/partner leave under [clause 56](#):

(a) Leave is to be taken in the first twelve (12) months from the date of birth of the child.

(b) Unless the CEO agrees otherwise, leave must start within the week starting on the day that the Employee's spouse begins to give birth.

(c) Leave may be taken in separate periods, but unless the CEO agrees, each period must not be shorter than two (2) weeks.

56.4 The Employee must give notice to the CEO at least:

(a) Ten (10) weeks before starting the leave, unless paragraph (b) below applies.

(b) If the leave is to be taken in separate periods, and the leave is not the first of those periods of leave, four (4) weeks before starting the period of leave; or

(c) If that is not practicable – as soon as practicable, which may be a time after the leave has started.

57. Adoption/Foster Care Leave

57.1 Subject to the requirements of this clause, an Employee with at least twelve (12) months' continuous service with LNAC may access twelve (12) weeks of paid adoption/foster care leave.

57.2 To be entitled to adoption/foster care leave, an Employee must provide the CEO with the following notice and evidence (as soon as is practicable):

(a) Documentation from the relevant government authority (satisfactory to the CEO) confirming that the Employee (or the Employee and their spouse jointly) will be the primary caregiver(s) to a child (under 18 years old) that will be

- adopted or cared for by the Employee (or the Employee and their spouse), and the estimated date that this will take effect: and
- (b) Not less than ten (10) weeks before the intended date of commencement of leave, written notice of the date on which the Employee intends to commence leave and the period of leave to be taken.

58. Returning to Work after Period of Parental Leave

- 58.1 An Employee on parental leave may not return to work any less than six (6) weeks after the date of birth of the child.
- 58.2 Unless otherwise agreed, an Employee must give the CEO at least six (6) weeks written notice of the date on which he or she intends to return to work following a period of parental leave.

59. Cultural Leave

- 59.1 LNAC recognises and values the cultural diversity of its workforce and acknowledges the importance of cultural obligations and the ability to participate in cultural activities to its Aboriginal Employees.
- 59.2 LNAC is committed to enabling Aboriginal Employees to participate in cultural activities to meet their individual cultural obligations in instances where they are conducted within working hours.
- 59.3 Cultural leave is only available to full-time Aboriginal Employees with twelve (12) months' continuous service.
- 59.4 Cultural leave entitlements will accrue on 1 July each year.
- 59.5 The CEO may grant up to the equivalent of ten (10) days' cultural leave with pay, per financial year to Aboriginal Employees to enable them to meet individual needs and responsibilities associated with their cultural obligations and requirements, including activities associated with:
 - (a) Meeting Aboriginal traditional lore, customary lore and community obligations; and/or
 - (b) Participating in Aboriginal national cultural activities.
- 59.6 The cultural obligations and activities that would meet the criteria for cultural leave can be defined as (but are not limited to):
 - (a) Aboriginal traditional and customary lore requirements which may include the requirement to participate in or attend an initiation ceremony; or
 - (b) A ceremony relating to Aboriginal men's business or Aboriginal women's business.
- 59.7 Aboriginal community obligations which may include (but are not limited to):
 - (a) Fulfilling Aboriginal community obligations including required attendance at Aboriginal community meetings
- 59.8 Applications for cultural leave must be made in accordance with Clause 46 of this Agreement.

- 59.9 Approval of cultural leave will be at the sole discretion of the CEO.
- 59.10 Cultural leave does not accumulate from year to year and shall not be paid out on termination.
- 59.11 For the avoidance of doubt, cultural leave is not compassionate leave and cannot be used to attend Aboriginal funerals, nor can it be taken in addition to Religious Leave.

60. Religious Leave

- 60.1 LNAC recognises and values the religious diversity of its workforce and acknowledges the importance of religious obligations and the ability to participate in religious activities to its Employees.
- 60.2 LNAC is committed to enabling Employees to participate in religious activities to meet their religious obligations in instances where they are conducted within working hours.
- 60.3 Religious leave is only available to full-time Employees with twelve (12) months' continuous service.
- 60.4 Religious leave entitlements will accrue on 1 July each year.
- 60.5 The CEO may grant up to the equivalent of ten (10) days' religious leave with pay, per financial year to Employees to enable them to meet individual needs and responsibilities associated with religious obligations and requirements.
- 60.6 The religious obligations and activities that would meet the criteria for religious leave can be defined as (but are not limited to) significant religious events and observances that are recognised by the Employee's faith community, including ceremonies, festivals and holy days.
- 60.7 Applications for religious leave must be made in accordance with Clause 46 of this Agreement.
- 60.8 Approval of religious leave will be at the sole discretion of the CEO.
- 60.9 Religious leave does not accumulate from year to year and shall not be paid out on termination.
- 60.10 For the avoidance of doubt, religious leave cannot be taken in addition to cultural leave and cannot be substituted for compassionate leave.

61. Community Service Leave

- 61.1 When a full-time Employee is required to attend jury service, LNAC will pay the ordinary hours of work whilst attending jury service.
- 61.2 The Employee is required to reimburse LNAC for any fees or compensation they receive for their attendance as a juror.

- 61.3 In the event an Employee does not reimburse the jury service fee, the equivalent amount will be recoverable by LNAC as an overpayment of wages.
- 61.4 An Employee who has been called up but is subsequently not required for jury service will report to work as soon as possible after being informed they are no longer required.
- 61.5 Where an Employee is required to attend court personally or as a support person, the Employee may request this leave to be taken as annual leave or leave without pay see [clause 67](#).

62. Family and Domestic Violence Leave

- 62.1 All Employees are entitled to access ten (10) days paid leave per annum of family and domestic violence leave, which may be used for the purposes of:
- (a) making arrangements for their safety, or the safety of immediate family (including relocation);
 - (b) attending court hearings;
 - (c) accessing police services;
 - (d) attending counselling;
 - (e) attending appointments with medical, financial or legal professionals.
- 62.2 Family and domestic violence leave is non-cumulative and the entitlement renews on the Employee's work anniversary each year (as per section 106(2) of the Act).

63. Staff Training and Study Leave

- 63.1 LNAC are committed to achieving a skilled and experienced workforce and recognise the need to up-skill and provide further training to its Employees.
- 63.2 LNAC will provide Employee development and training in the form of accredited training, non-accredited training and workshops at the discretion of LNAC.
- 63.3 Training provided by LNAC will be during work hours and Employees who are in attendance shall be paid at their ordinary rate.
- 63.4 Study leave for external training (i.e. not provided by LNAC) is only available to full time and part time Employees after twelve (12) months of continuous service with LNAC.
- 63.5 An Employee must apply for study leave in accordance with Clause 46 of this Agreement. Any approval of study leave (or the amount of study leave granted) is at the discretion of the CEO.

64. Long Service Leave

- 64.1 Employees are entitled to long service leave in accordance with the Long Service Leave Act NT.
- (a) You can take your leave in one continuous period, or if your employer agrees, you can take your leave in no more than 3 periods of at least 4 weeks at a time.
 - (b) While on long service leave, you will be paid at your usual rate of pay. This does not include overtime, penalties, or district and site allowances.

- (c) Public holidays and weekends are part of long service leave and don't add extra days to your leave.
- (d) Your employer can require you to take your long service leave entitlement, but they must give you at least 2 months' notice.

65. Workplace Delegates and their Rights

- 65.1 This Part provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.
- 65.2 Additional to the Workplace Delegate Rights under the Act, employees nominated as Union Delegates may, on request of the Union, attend trade union training during ordinary hours of work, without loss of ordinary pay under the following conditions:
 - (a) Written notice by the relevant union to LNAC stating dates, times, location and content of training.
 - (b) The relevant union must pay all associated costs of the training, with the exception of the Employee's pay.
 - (c) Union training does not exceed five (5) days per training course.
 - (d) The number of Employees to attend union training is based on the staffing requirements of LNAC (usually no more than one (1) employee at a time will attend union training).
 - (e) Union training days will be capped at twenty (20) days per year for the whole of LNAC.
 - (f) The approval for an Employee to attend union training is subject to the operational requirements of LNAC.

66. NAIDOC Week

- 66.1 NAIDOC celebrations are held across Australia each year in July. NAIDOC celebrates history, culture and achievements of Aboriginal & Torres Strait Islander people. LNAC contributes a large part in the celebrations held in Darwin and strongly encourages all Employees to participate in the celebrations.
- 66.2 Employees will be given the opportunity to participate in approved NAIDOC celebrations and activities.
- 66.3 NAIDOC activities and celebrations deemed to be approved will be at the discretion of the CEO.
- 66.4 Employees can apply for one (1) day of cultural leave to attend approved NAIDOC celebrations and/or activities without loss of ordinary pay.
- 66.5 Workplace closure may occur during NAIDOC celebrations and will be at the discretion of the CEO. Where this occurs, Employees will be encouraged to attend NAIDOC approved activities without loss of ordinary pay.
- 66.6 Employees not wishing to attend NAIDOC approved activities and celebrations may apply for leave or will be required to attend work as usual.

67. Leave Without Pay (LWOP)

- 67.1 LWOP is in addition to any other form of leave outlined under this Agreement. LWOP is usually granted only when an Employee has used up all his/her entitlement to other forms of leave.
- 67.2 Applications for LWOP must be in advance and in writing.
- 67.3 Staff who take LWOP on a day before or following a weekend or public holiday will be required to provide a medical certificate (as per 51.7 of this agreement).
- 67.4 Staff who have exhausted all accrued leave and subsequently take more than 10 days of Leave Without Pay (LWOP) will be required to provide medical certificates for all LWOP taken for the remainder of the financial year. (as per 51.7 of this agreement).
- 67.5 Excessive LWOP without approval will be subjected to the application of the Performance Management Policy and it's disciplinary procedures.
- 67.6 Where a period in excess of four (4) weeks of LWOP is requested, the Employee must give a minimum of four (4) weeks' notice.
- 67.7 Periods of LWOP may not extend beyond six (6) months.
- 67.8 Employees who are granted and take LWOP will not accrue entitlements that would accrue if they were working, such as entitlements to annual leave, personal/carers leave and long service leave.
- 67.9 LNAC will not make superannuation contribution payments on an Employee's behalf during any period of LWOP.
- 67.10 Approval of LWOP for periods in excess of four (4) weeks is at the discretion of the CEO.

PART J: OTHER

68. Policies and Procedures

- 68.1 It is a condition of this Agreement that Employees agree to abide by all LNAC policies and procedures.
- 68.2 LNAC reserves the right to vary, replace or terminate any policy or procedure from time to time.
- 68.3 LNAC policies and procedures do not form part of this Agreement, nor do they form part of an Employee's contract of employment.

69. Work Health and Safety

- 69.1 While at work, all Employees must:
- (a) Take reasonable care for their own health, safety and wellbeing;
 - (b) Take reasonable care that what they do, or what they fail to do, does not adversely affect the health and safety of other people;
 - (c) Comply (so far as they are reasonably able to) with any reasonable direction given by LNAC and /or the management of LNAC;
 - (d) Comply with all of LNAC's work health and safety policies or procedures, as amended from time to time;
 - (e) Not misuse or interfere with any safety equipment, systems or resources provided for work health and safety;
 - (f) Report all incidents and near misses immediately, no matter how trivial;
 - (g) Engage in consultation with LNAC and/or the management of LNAC to identify, assess and control hazards and the effectiveness of such controls; and
 - (h) Report all known or observed hazards to their supervisor or manager as soon as possible.
- 69.2 Employee Assistance Program (EAP):
- (a) Where Employees are experiencing work-related, personal or health problems that may adversely affect their work performance as well as their quality of life and general sense of wellbeing, a confidential counselling service is available to the Employee and their Immediate Family members to assist them to resolve these issues.
 - (b) The program comprises of a professional counselling service through EAP, which is provided by an external, independent provider.

70. Right to Disconnect

- 70.1 This Part provides for the exercise of an employee's right to disconnect set out in section 333M of the Fair Work Act.
- 70.2 Section 333M of the Fair Work;
- (a) Provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) The Employer outside the employee's working hours;

- (ii) A third party if the contact or attempted contact relates to their work and is outside of the employee's working hours.
 - (b) Prescribes matters that must be taken into account in determining whether an employee's refusal is unreasonable.
 - (c) Provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, State or Territory.
- 70.3 Section 333N and 333P of the Fair Work Act provide for procedures for resolution of disputes about whether an employee's refusal is reasonable and about the operation of section 333M.
- 70.4 The Employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Fair Work Act.
- 70.5 This Part does not prevent the Employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the Employer outside the employee's working hours where:
- (a) The employee is being paid an on-call allowance;
 - (b) The Employer's contact is to notify the employee they are required to attend or perform work; and
 - (c) The Employer's contact is in accordance with the usual arrangements for such notification.
- 70.6 This Part does not prevent the Employer from contacting, or attempting to contact, an employee outside of working hours to notify the employee, in accordance with the usual arrangements for such notification, of:
- (a) An emergency roster change; or
 - (b) A recall to work overtime.

APPENDIX A: LEVEL, PAY POINTS AND WAGE RATES

The below rate is a base rate. The hourly rate can be used for a full/part-time employee and the casual rate can be determined by including the 25% loading. The rates are exclusive of superannuation, salary packaging, allowances, penalties, loadings and additional performance-based increments at the CEO's discretion.

Classification	Position	Commencement Rate at July 2024	Rate Effective 1 July 2024 (+4%)	Rate Effective 1 July 2025 (+3.5%)	Rate Effective 1 July 2026 (+3.5%)	Rate Effective 1 July 2027 (+3%)
			Per Hour	Per Hour	Per Hour	Per Hour
Level 1 – pay point 1	<i>Less than 1-year exp. – Trainee Ranger, Trainee Patrol Officer, Support Worker, Admin Assistant, Project Officer, Receptionist, Cleaner</i>	\$26.67	\$27.74	\$28.71	\$29.71	\$30.60
Level 1 – pay point 2		\$27.56	\$28.66	\$29.67	\$30.70	\$31.62
Level 1 – pay point 3		\$28.57	\$29.71	\$30.75	\$31.83	\$32.78
Level 2 – pay point 1	<i>More than 1 years' experience - Ranger, Patrol Officer, Support Worker, Admin, Project Officer, Client Services, Receptionist, Cleaner</i>	\$33.25	\$34.58	\$35.79	\$37.04	\$38.15
Level 2 – pay point 2		\$33.66	\$35.01	\$36.23	\$37.50	\$38.62
Level 2 – pay point 3		\$35.31	\$36.72	\$38.01	\$39.34	\$40.52
Level 2 – pay point 4		\$36.32	\$37.77	\$39.09	\$40.46	\$41.68
Level 3 – pay point 1	<i>At least 2 years' relevant experience PLUS additional responsibilities Senior Ranger, Patrol Officer, Support Worker, Project Officer, Admin, Case Worker, Field Officer, Receptionist, Payroll Officer</i>	\$37.19	\$38.68	\$40.03	\$41.43	\$42.68
Level 3 – pay point 2		\$38.17	\$39.70	\$41.09	\$42.52	\$43.80
Level 3 – pay point 3		\$38.80	\$40.35	\$41.76	\$43.23	\$44.52
Level 3 – pay point 4		\$39.95	\$41.55	\$43.00	\$44.51	\$45.84
Level 4 – pay point 1	<i>Supervision duties - Senior Ranger, Patrol Officer, Support Worker, Admin, Senior Case Worker, Senior Receptionist, Field Officer, HR Support & Payroll Officer.</i>	\$42.35	\$44.04	\$45.59	\$47.18	\$48.60
Level 4 – pay point 2		\$43.45	\$45.19	\$46.77	\$48.41	\$49.86
Level 4 – pay point 3		\$44.57	\$46.35	\$47.98	\$49.65	\$51.14
Level 4 – pay point 4		\$45.28	\$47.09	\$48.74	\$50.45	\$51.96
Level 5 – pay point 1	<i>Senior Supervision duties - Program Team Leader, Finance Officer, HR Officer, Executive Support</i>	\$47.33	\$49.22	\$50.95	\$52.73	\$54.31
Level 5 – pay point 2		\$48.36	\$50.29	\$52.05	\$53.88	\$55.49
Level 5 – pay point 3		\$49.50	\$51.48	\$53.28	\$55.15	\$56.80
Level 6 – pay point 1	<i>Program Coordinator, Program Manager, Senior Finance Officer, Senior HR Officer</i>	\$51.45	\$53.51	\$55.38	\$57.32	\$59.04
Level 6 – pay point 2		\$52.60	\$54.70	\$56.62	\$58.60	\$60.36
Level 6 – pay point 3		\$53.75	\$55.90	\$57.86	\$59.88	\$61.68
Level 7 – pay point 1	<i>Program Coordinator, Program Manager, Senior Finance Officer, Senior HR Officer</i>	\$55.48	\$57.70	\$59.72	\$61.81	\$63.66
Level 7 – pay point 2		\$56.65	\$58.92	\$60.98	\$63.11	\$65.01
Level 7 – pay point 3		\$57.81	\$60.12	\$62.23	\$64.40	\$66.34
Level 8 – pay point 1	<i>Assets, Program Manager, Senior Finance Officer, Senior HR Officer</i>	\$59.88	\$62.28	\$64.45	\$66.71	\$68.71
Level 8 – pay point 2		\$61.07	\$63.51	\$65.74	\$68.04	\$70.08
Level 8 – pay point 3		\$62.26	\$64.75	\$67.02	\$69.36	\$71.44

APPENDIX B: POSITION CLASSIFICATIONS STRUCTURE

Classification	Position	Definition
Level 1	Trainee Ranger Trainee Patrol Officer Support Worker Trainee Administration Assistant Trainee Receptionist Cleaner	<p>Characteristics:</p> <ul style="list-style-type: none"> - Usually an initial recruit, working under close supervision performing basic tasks. - Limited experience within the industry (less than 12 months) - Closely monitored with readily available assistance and instruction. - On-the-job and internal/external training provided. - Freedom to act is limited by standards and procedures. - No supervision duties. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake basic, straightforward, routine activities. - Responsible for time management of their work. - Apply established practices and procedures under supervision. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Limited experience within the industry. - Basic numeracy, written & verbal skills. - Developing work practices. - Work outcomes clearly monitored. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under close/direct supervision. <p>Qualifications:</p> <ul style="list-style-type: none"> - Completion of School Certificate may be sought. Previous short-term/placement experience is desirable. <p>Progression:</p> <ul style="list-style-type: none"> - Progress to Level 2 when sufficient and satisfactory experience is engaged over a 12-month period.
Level 2	Ranger Patrol Officer Support Worker Administration Assistant Project Officer Driver Field Officer Receptionist Cleaner Case Worker Corporate Support	<p>Characteristics:</p> <ul style="list-style-type: none"> - Working under general supervision performing clearly defined tasks. - Developing experience within the industry (more than 12 months) - Readily available assistance and instruction. - Understanding of work practices and may aid lower level employees with minor functions. - On-the-job and internal/external training provided. - Freedom to act within established standards and procedures. - Limited guidance to lower level employees. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake routine activities. - Responsible for the time management, planning and organising of their work. - Apply established practices and procedures. - Assist senior employee with special projects if required.

		<ul style="list-style-type: none"> - Provide limited guidance to lower level employees. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Developing knowledge and experience within the industry. - Basic numeracy, written & verbal skills within the role. - Knowledge of work policies and practices. - Work outcomes clearly monitored. - Application of techniques relevant to the workplace. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Works under regular supervision. <p>Qualifications:</p> <ul style="list-style-type: none"> - Completion of Cert II & III in industry specific training and short-term courses, with sufficient on-the-job experience. - Employees who have completed an appropriate certificate and required to undertake that certificate's related work will be appointed at this level. - Where that certificate is of a level 4, the minimum pay is pay point 2. - Employees who have completed a relevant diploma will commence on pay point 2, and progressing after 12 months' satisfactory service. <p>Progression:</p> <ul style="list-style-type: none"> - Progress to Level 3 when sufficient and satisfactory experience is engaged over a 12-month period including appropriate formal training.
<p style="text-align: center;">Level 3</p>	<p>Ranger Patrol Officer Support Worker Administration Assistant Project Officer Field Officer Receptionist Cleaner Case Worker Corporate Support Payroll Officer Cultural Services Officer</p>	<p>Characteristics:</p> <ul style="list-style-type: none"> - Working under general direction performing procedures, methods and guidelines which are well established. - Problem solving with limited difficulty using knowledge and experience acquired by qualifications and/or previous industry experience. - Experience within the industry (more than 2 years) - Assistance available from higher level employees. - Understanding of work practices. - May be required to supervise a limited number of lower level employees. - On-the-job and internal/external training provided. - Freedom to act within established standards and procedures. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake various activities. - Allow the scope for exercising initiative in the application of work procedures. - Responsible for the time management, planning and organising of their work. - Apply established practices and procedures. - Assist senior employees with special projects if required. - May required to supervise a limited number of lower level employees. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Thorough knowledge and experience within the industry. - Ability to apply sound numeracy, written & verbal skills within the role.

		<ul style="list-style-type: none"> - Sound knowledge of work policies and practices. - Ability to apply techniques relevant to the workplace. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under general supervision of a Team Leader or Manager. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed an appropriate three-year degree and required to undertake the related work will be appointed at pay point 2. - Employees who have completed an appropriate four-year degree and required to undertake the related work will be appointed at pay point 3. <p>Progression:</p> <ul style="list-style-type: none"> - Progress to Level 4 will only be achieved according to the development of employee's role and responsibility, paired with experience, training, expertise and satisfactory service at the organisation.
<p style="text-align: center;">Level 4</p>	<p>Senior Ranger Patrol Officer Support Worker Project Officer Field Officer Receptionist Administration Support Officer Case Worker Corporate Support Finance Officer Payroll Officer HR Support Officer</p>	<p>Characteristics:</p> <ul style="list-style-type: none"> - Working under general direction performing procedures, methods and guidelines which are well established. - Problem solving with little difficulty. - Application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. - Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. - May be required to supervise various functions within a work area or activities of a complex nature. - Sound understanding of work practices. - May be required to supervise lower level employees. - Internal/external training provided. - Freedom to act within established standards and procedures, objectives and/or budget constraints <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake various activities which require the employee to exercise judgment and/or contribute critical knowledge. - Sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or several work areas. - Responsible for managing time, setting priorities, planning and organising their own work and that of lower level employees and/or volunteers where supervision is a component of the position, to achieve specific objectives. - Apply established practices and procedures. - Assist senior employees with special projects if required. - May required to supervise lower level employees. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Thorough knowledge and experience within the industry. - Ability to apply sound numeracy, written & verbal skills within the role. - Sound knowledge of work policies and practices.

		<ul style="list-style-type: none"> - Ability to apply techniques relevant to the workplace. - If supervising, have the ability to understand HR principles for lower level employees. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under general supervision, but there is greater scope to contribute to the development of work methods and outcomes. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed an appropriate three-year degree and 1 year relevant experience will be appointed at pay point 2. - Employees who have completed an appropriate four-year degree and 1 year relevant experience will be appointed at pay point 3. <p>Progression:</p> <ul style="list-style-type: none"> - Progress to Level 5 will only be achieved according to the development of employee's role and responsibility, paired with experience, training, expertise and satisfactory service at the organisation.
<p style="text-align: center;">Level 5</p>	<p>Program Team Leaders:</p> <ul style="list-style-type: none"> - Kinship - Tenancy Support - Children and Family Intensive Support - Rangers - Outreach - Return To Country - Palmerston Family Children Centre - Aged Care <p>HR/Payroll/WHS Coordinator Executive Assistant Senior Finance Officer</p>	<p>Characteristics:</p> <ul style="list-style-type: none"> - Will be required to supervise a work area or activities of a complex nature and the programs employees in liaison with the Manager. - Working under general direction performing a range of functions requiring the application of high-level knowledge and skills. - Problem solving with no difficulty. - Application of knowledge and skills which are gained through formal qualifications and/or previous experience in a discipline. - Employees will be expected to establish procedures in the appropriate work-related field. - Employees will be required to assist in the preparation of the programs budgets, grants and contractual documents in liaison with the Manager. - Ability to set priorities and monitor work flows in their area of responsibility. - Internal/external training provided. - Freedom to act within established standards and procedures, objectives and/or budget constraints. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake complex projects which require the employee to exercise judgment and/or contribute critical knowledge. - Sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or several work areas. - Responsible for managing time, setting priorities, planning and providing expert advice to program employees and/or volunteers to achieve specific objectives. - Apply established practices and procedures and exercise judgement and initiative where procedures are not clearly defined. - Plan, co-ordinate, implement and administer the activities and procedures under contractual obligations. - Required to supervise lower level employees. <p>Skills, Knowledge & Experience:</p>

		<ul style="list-style-type: none"> - Thorough knowledge and experience within the industry, role and organisational structure and services. - Excellent numeracy, written & verbal skills within the role. - Sound knowledge of work policies and practices. - Ability to apply techniques relevant to the workplace. - If supervising, have the ability to understand and apply HR principles to lower level employees. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under general supervision, but there is greater scope to contribute to the development of work methods and outcomes. - Supervises other employees. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed and relevant degree and relevant experience.
Level 6	<p>Program Coordinators Senior Finance Officer Senior HR Officer Procurement & Asset Coordinator</p>	<p>Characteristics:</p> <ul style="list-style-type: none"> - Will be required to manage a program area within the organisation. - Operate as a specialist responsible for various functions of the organisation. - Operate under limited direction of the Executive team. - Application of high level knowledge and skills which are gained through formal qualifications and/or previous experience in a discipline. - Employees will be expected manage the program and work practices, including full management of program Team leaders and program employees. - Employees will be required to prepare the programs budgets, grants and contractual documents in liaison with the Executive team. - Ability to set priorities and monitor work flows in their area of responsibility. - High level time management, decision making, motivation and interpersonal skills are required. - Undertake staff management and performance monitoring of program employees. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake significant projects which require the employee to exercise judgment, analytic skills and critical knowledge. - Undertake managerial functions under a wide range of conditions to achieve organisational goals. - Responsible for managing time, setting priorities, planning and providing expert advice to program employees and/or volunteers to achieve specific objectives. - Develop work practices and procedures, problem definition and exercise judgement and provide advice on policy matters and contribute to their development. - Negotiate matters of significance, in liaison with the Executive team. - Has significant delegated authority. - Control and manage the program area within budgetary restraints. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Comprehensive knowledge and experience within the industry, role and organisational structure and services. - Comprehensive management/specialist skills and abilities, exercised within a multi-disciplinary operation.

		<ul style="list-style-type: none"> - Excellent numeracy, written & verbal skills within the role. - Specialised knowledge gained through experience, training or qualifications. - Appreciation and enthusiasm of the long-term goals of the organisation. - If supervising, have the ability to understand and apply HR principles to lower level employees. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under direction from the Executive team. - Supervises other program employees. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed and relevant degree and substantial experience. - Attained through previous appointments, service and/or training/study with a combination of experience and expertise.
<p style="text-align: center;">Level 7</p>	<p>Program Coordinators:</p> <ul style="list-style-type: none"> - Cultural - Outreach <p>HR Manager Senior Finance Officer</p>	<p>Characteristics:</p> <ul style="list-style-type: none"> - Will be required to manage a program area within the organisation. - Manage various functions within a sector and/or organisation as a specialist, working within a specialist team or independently. - Operate under limited direction of the Executive team. - Application of high level knowledge and skills which are gained through formal qualifications and/or previous experience in a discipline. - Employees will be expected manage the program and work practices, including full management of program Team leaders and program employees. - Employees will be required to prepare the programs budgets, grants and contractual documents in liaison with the Executive team. - Ability to set priorities and monitor work flows in their area of responsibility. - Positions at this level demand high level time management, decision making, motivation and interpersonal skills. - Employees would be expected to undertake control and coordination of the specific program/organisation section and major work initiatives. - Undertake staff management and performance monitoring of program employees. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake significant projects which require the employee to exercise judgment, analytic skills and critical knowledge. - Undertake managerial functions under a wide range of conditions to achieve organisational goals. - Responsible for managing time, setting priorities, planning and providing expert advice to program employees and/or volunteers to achieve specific objectives. - Develop work practices and procedures, problem definition and exercise judgement and provide advice on policy matters and contribute to their development. - Negotiate matters of significance, in liaison with the Executive team. - Has significant delegated authority. - Provide consultancy services/specialist advice to the organisation and stakeholders. - Preparation of budgetary submissions, grant applications and contracts. - Develop appropriate methodology and apply proven techniques in providing specialist services.

		<p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Comprehensive knowledge and experience within the industry, role and organisational structure and services. - Comprehensive management/specialist skills and abilities, exercised within a multi-disciplinary operation. - Excellent numeracy, written & verbal skills within the role. - Extensive knowledge gained through experience, training or qualifications. - Appreciation and enthusiasm of the long-term goals of the organisation. - If supervising, have the ability to understand and apply HR principles to lower level employees. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Work under direction from the CEO. - Supervises other program employees. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed and relevant degree and substantial experience. - Attained through previous appointments, service and/or training/study with a combination of experience and expertise.
<p>Level 8</p>	<p>Senior Management – HR Finance Program Managers</p> <ul style="list-style-type: none"> – Outreach – Aged Care – Rangers 	<p>Characteristics:</p> <ul style="list-style-type: none"> - Will exercise managerial responsibility within a relevant activity within the organisation. - Manage various functions within a sector and/or organisation as a specialist, working within a specialist team or independently. - Operate under limited direction of the Executive team. - Involvement in the initiation and formulation of extensive projects/programs which impact on the organisation's goals and objectives. - Employees are involved in the identification of current future options and development of strategies to achieve desired outcomes. - Features include providing financial, specialised, technical, professional and/or administration advice on policy matters within the organisation and/or external organisations. - Positions at this level demand high level time management, decision making, motivation and interpersonal skills. - Require high level of proficiency in the application of theoretical approaches in the search for optimal solutions to new problems and opportunities which may be outside of the original field of specialism. - Employees would be expected to undertake control and coordination major work initiatives. - Undertake staff management and performance monitoring of program employees. - May be identified with significant independence of action within the constraints of organisational policy. <p>Responsibilities:</p> <ul style="list-style-type: none"> - Undertake significant projects with scope and complexity which require the employee to exercise major initiative, judgment, analytic skills and critical knowledge. - Undertake duties of innovation with little to no professional direction to achieve organisational goals.

		<ul style="list-style-type: none"> - Responsible for managing time, setting priorities, planning and providing expert advice to program employees and/or volunteers to achieve specific objectives. - Provision of high level advice. - Negotiate matters of significance. - Has significant delegated authority. - Provide consultancy services/specialist advice to the organisation and stakeholders. - Preparation of budgetary submissions, grant applications and contracts. - Develop appropriate methodology and apply proven techniques in providing specialist services. <p>Skills, Knowledge & Experience:</p> <ul style="list-style-type: none"> - Comprehensive knowledge and experience within the industry, role and organisational structure and internal/external services. - Comprehensive management/specialist skills and abilities, exercised within a multi-disciplinary operation. - Excellent numeracy, written & verbal skills within the role. - Extensive knowledge gained through experience, training or qualifications. - Appreciation and enthusiasm of the long-term goals of the organisation. <p>Organisational Relationships:</p> <ul style="list-style-type: none"> - Usually sits with or within the Executive team. <p>Qualifications:</p> <ul style="list-style-type: none"> - Employees who have completed a relevant degree and substantial experience. - Attained through previous appointments, service and/or training/study with a combination of experience and expertise.
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APPENDIX C: PUBLIC HOLIDAYS

News Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
ANZAC Day
May Day
King's Birthday
Darwin Show Day
Picnic Day
Christmas Day
Boxing Day

<https://nt.gov.au/employ/for-employees-in-nt/nt-public-holiday>

Executed as an agreement

Signed for Larrakia Nation
Aboriginal Corporation by its
authorised representative



Signature

12 November 2024

Date

Michael Rotumah

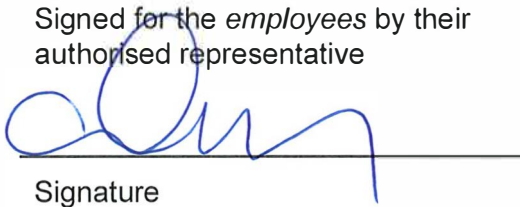
Print name

CFO

Position

76 Dick Ward Drive, Coconut Grove NT 0810

Signed for the *employees* by their
authorised representative



Signature

12 November 2024

Date

CATHERINE DALLY

Print name

CFO

Position

76 Dick Ward Drive, Coconut Grove NT 0810

Signed for the *employees* by their
authorised representative



Signature

12 November 2024

Date

Jarrod Stokes

Print name

Aged Care Manager

Position

76 Dick Ward Drive, Coconut Grove NT 0810

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