



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Central Land Council
(AG2025/694)

CENTRAL LAND COUNCIL ENTERPRISE AGREEMENT 2025 – 2027

Northern Territory

COMMISSIONER HUNT

BRISBANE, 16 APRIL 2025

Application for approval of the Central Land Council Enterprise Agreement 2025 – 2027

[1] Central Land Council (the Employer) has applied for approval of an enterprise agreement known as the *Central Land Council Enterprise Agreement 2025 – 2027* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, commencing operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 2 October 2024 and the Agreement was made on 28 February 2025. Accordingly, the genuine agreement requirements and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the Community and Public Sector Union (CPSU) regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views. The CPSU advised that upon consulting with the Employer and clarifying its understanding of the operation of the undertakings, it was satisfied with the undertakings.

[4] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. For the purpose s.186(3) of the Act, I note that the Agreement covers all of the employees of the Employer.

[6] The CPSU, being a bargaining representative for the Agreement, has given notice under s.183 it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the CPSU.

[7] The Agreement is approved and, in accordance with s.54(1)(b) of the Act and by virtue of clause 2.1 of the Agreement, will operate from 30 April 2025. The nominal expiry date of the Agreement is 13 December 2027.



COMMISSIONER

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Annexure A – Undertakings

IN THE FAIR WORK COMMISSION

Matter number:

AG2025/694

Applicant:

Central Land Council

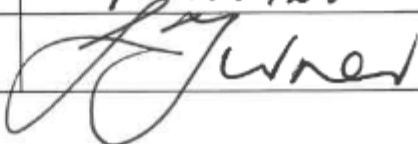
Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Lesley Turner, Chief Executive Officer, have the authority given to me by the Central Land Council to give the following undertaking with respect to the *Central Land Council Enterprise Agreement 2025 – 2027 (Agreement)*:

1. In relation to Clause 60.6 (Failure to give required notice), in withholding an amount of money due to the employee on termination, the CLC may only withhold money in respect of wages.
2. In relation to Clause 14, dealing with TIL:
 - a. Clause 14.5 is intended to prevent the CLC from requiring an employee to work in excess of their ordinary hours once they have reached the maximum amount of TIL permitted under Clause 14;
 - b. In December of each year, the CLC will issue a written reminder to employees with positive TIL accruals and encourage employees to make an application in accordance with Clause 14.11;
 - c. before or at the end of TIL year, the CLC will contact all employees with TIL accruals to propose dates (being dates prior to the end of April the following TIL year) to which the employees' TIL credits will be applied;
 - d. the TIL will be taken by the employee on those proposed dates, unless the employee applies to take the TIL credits on alternative dates (prior to the end of April the following TIL year), in which case the CLC will not unreasonably refuse to agree to the alternative dates;
 - e. this undertaking prevails to the extent of any inconsistency with Clause 14.11 and 14.12 of the Agreement.

This undertaking is provided on the basis of the issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	14 April 2025
Signature:	



**CENTRAL
LAND
COUNCIL**

Central Land Council Enterprise Agreement 2025 - 2027

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Part 1 – Operation

1. Title

- 1.1 This agreement will be known as the Central Land Council Enterprise Agreement 2025 – 2027 (**'this Agreement'**).

2. Duration

- 2.1 This Agreement will come into operation 14 days after it is approved by the Fair Work Commission.
- 2.2 The nominal expiry date of this Agreement is 13 December 2027.

3. Coverage

- 3.1 This Agreement covers the following parties:
 - 3.1.1 the Central Land Council (**'CLC'**); and
 - 3.1.2 all employees of the CLC.

4. Relationship to policies, guidelines and procedures

- 4.1 This Agreement will be supported by policies, guidelines and procedures, as implemented and varied by the CLC from time to time.
- 4.2 Policies, guidelines and procedures, whether referred to in this Agreement or not, do not form part of this Agreement. This Agreement prevails in the event of any inconsistency with any policy, guideline or procedure.

5. National Employment Standards Precedence

- 5.1 This Agreement will be read and interpreted together with the National Employment Standards (**'NES'**). If there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. Authorisation

- 6.1 The Chief Executive Officer (**'CEO'**) may authorise any employee of the CLC to perform any or all of the CEO's powers or functions under this Agreement, and may do so subject to conditions.

7. Definitions

Classification Level means the classification levels set out in *Attachment A – Classification Levels and Salary Rates*.

CLC Region means the area that the CLC covers, pursuant to any instruments issued under the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth).

Fair Work Act means the *Fair Work Act 2009* (Cth) as amended from time to time.

Fixed-term employee means an employee engaged for a specified term or for the duration of a specified task, consistent with the Fair Work Act.

Immediate family means:

- a. a spouse, former spouse, de facto partner, former de facto partner of the employee;
- b. a child (including an adopted child, foster child or step-child), parent, grandparent or sibling of the employee;
- c. a child (including an adopted child, foster child or step-child), parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner;
- d. a person related to the employee by blood for whom the employee has caring obligations;
- e. a person related to the employee by traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Long Service Leave Act means the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth) as amended from time to time.

ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* (Cth) as amended from time to time and any successor legislation.

NES means the National Employment Standards at Part 2-2 of the Fair Work Act.

Ongoing employee means an employee engaged without a time limit.

Partner means spouse or de facto partner. A de facto partnership is one in which 2 people live together as a couple on a genuine domestic basis.

Primary caregiver means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the subclauses on adoption and long-term foster care in clause 33.

Secondary caregiver means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in longer-term foster care as per clause 33.

Service means a period during which an employee is employed by the CLC, but does not include the following excluded periods:

- a. Any period of unauthorised absence
- b. Any period of engagement as a casual employee

- c. Any period of unpaid leave or unpaid authorised absence (other than any period set out in the NES)
- d. Any other period set out in this Agreement

Continuous service means a period of unbroken service by an employee with the CLC. An excluded period (as set out above) does not break an employee's service with the CLC, but does not count towards the employee's length of continuous service.

Stillborn child means a child:

- a. Who weights at least 400g at delivery or whose period of gestation was at least 20 weeks; and
- b. Who has not breathed since delivery; and
- c. Whose heart has not beaten since delivery.

Voluntary emergency management activity has the meaning given by section 109(2) of the Fair Work Act, as amended from time to time.

8. Individual Flexibility Arrangements

8.1 The CLC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

8.1.1 the arrangement deals with one or more of the following matters:

- (I) arrangements about when work is performed;
- (II) overtime rates;
- (III) penalty rates;
- (IV) time off in lieu ('TIL');
- (V) notice period;
- (VI) allowances;
- (VII) remuneration;
- (VIII) leave and leave loading and

8.1.2 the arrangement meets the genuine needs of the CLC and employee in relation to one or more of the matters mentioned in subclause 8.1.1; and

8.1.3 the arrangement is genuinely agreed to by the CLC and employee.

8.2 The CLC must ensure that the terms of the individual flexibility arrangement:

8.2.1 are about permitted matters under section 172 of the Fair Work Act; and

- 8.2.2 are not unlawful terms under section 194 of the Fair Work Act; and
 - 8.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 The CLC must ensure that the individual flexibility arrangement:
 - 8.3.1 is in writing; and
 - 8.3.2 includes the name of the employer and employee; and
 - 8.3.3 is signed by the CLC and the employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 8.4 Includes details of:
 - 8.4.1 the terms of this Agreement that will be varied by the arrangement;
 - 8.4.2 how the arrangement will vary the effect of the terms;
 - 8.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - 8.4.4 states the day on which the arrangement commences.
- 8.5 The CLC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.6 The CLC or the employee may terminate the individual flexibility arrangement:
 - 8.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 8.6.2 if the CLC and the employee agree in writing - at any time.

Part 2 – Working Hours and Arrangements

9. Types of Employment

- 9.1 Employees under this Agreement are employed as one of the following:
 - 9.1.1 Full-time employee
 - 9.1.2 Part-time employee
 - 9.1.3 Casual employee

Full-time employee

- 9.2 A full-time employee is an ongoing or fixed-term employee whose ordinary hours of work are 37.5 per week.

Part-time employee

- 9.3 A part-time employee is an ongoing or fixed-term employee whose agreed ordinary hours of work are less than 37.5 per week.
- 9.4 The CLC will advise a part-time employee of the following before they commence employment:
 - 9.4.1 the number of hours they will work per week;
 - 9.4.2 the days of the week they will perform work; and
 - 9.4.3 the number of hours of work they will perform on each day.
- 9.5 A part-time employee will be engaged to work a minimum of 3 hours on any day on which they are engaged to perform work.
- 9.6 The terms and conditions of employment of a part-time employee will be, unless otherwise provided for in this Agreement, those of a full time employee but reduced on a pro-rata basis (where appropriate) for the number of hours worked.

Casual employee

- 9.7 A casual employee is defined by section 15A of the Fair Work Act as amended from time to time.

Payment

- 9.8 For each ordinary hour worked, a casual employee will be paid the hourly rate applicable to the Classification Level at which they are employed, and a loading of 25% of that hourly rate. This loading is paid as compensation for a casual employee having no entitlement to the following under this Agreement or the NES:
 - 9.8.1 Recreation leave
 - 9.8.2 Paid personal/carer's leave
 - 9.8.3 All other forms of paid leave provided under this Agreement (other than long service leave or domestic violence leave) or the NES
 - 9.8.4 Payment for absence on a public holiday
 - 9.8.5 Payment in lieu of notice on termination
 - 9.8.6 Redundancy pay
 - 9.8.7 Payment for the standard shut down

Entitlements

- 9.9 In addition to the matters listed in subclause 9.8 above, a casual employee is not entitled to salary packaging, flex-time, Time off in Lieu, the leave airfares allowance, the on call allowance, the community language allowance or study leave or study assistance.

Minimum payment

- 9.10 A casual employee will be paid for a minimum of 3 hours for each engagement.
- 9.11 A casual employee may request, and the CLC may agree, to an engagement for less than 3 hours. Where such an agreement is reached between an employee and the CLC, the employee will be paid for the time they perform work and the minimum payment of 3 hours will not apply.

10. Probation Period

- 10.1 A probation period of 4 months will apply to all new employees, other than casual employees.
- 10.2 The CLC may extend an employee's probation period by up to 2 months. Any such extension may happen during or at the end of an employee's probation period.

11. Working Hours

Ordinary hours of work for full-time and part-time employees

- 11.1 The ordinary hours of work for a full-time employee are 37.5 each week, which translates to a standard day of 7.5 hours. Ordinary hours are worked from Monday to Friday, between 7:30am to 5:30pm (**'the span of hours'**).
- 11.2 The ordinary hours of work for a part-time employee are agreed hours less than 37.5 each week, worked from Monday to Friday, within the span of hours.
- 11.3 Within the span of hours, an employee is able to work flexibly. Employees are not expected to work more than 10 hours in any given day.
- 11.4 For this Agreement, a standard day for the purposes of leave, attendance (including flex-time) and payment of salary will be 7.5 hours, from 8:00am to 12:00pm and 1:00pm to 4:30pm.
- 11.5 Despite anything else in this clause, the CLC may require an employee to work at particular times within the period of 8:00am to 4:30pm, either from time to time for operational reasons (for example, to attend a meeting or undertake training, or to perform the duties of their role) or on a regular and/or ongoing basis due to the requirements of their role. The CLC may advise an employee of any such requirement at any time, or may set out the requirement in the employee's contract of employment.

Ordinary hours of work for casual employees

- 11.6 The ordinary hours of work for a casual employee are up to 37.5 hours per week, worked from Monday to Friday, within the span of hours.

Absences and late attendance

- 11.7 Where an employee will be absent from work (other than where the absence is pre-approved) on any given day, or they are running late, they must notify their manager or supervisor by:
- 11.7.1 the time they have been told by the CLC they must start work, if the CLC has given the employee a direction about start time that applies on the day the employee will be absent or late; or
 - 11.7.2 otherwise, by 9:00am on the day the employee will be absent or late, or, if the employee is unable to notify by 9:00am, as soon as possible.

Breaks

- 11.8 An employee should not be required to work more than 5 hours without a break of at least 30 minutes.

12. Overtime for Casual Employees

- 12.1 A casual employee works overtime when they work:
- 12.1.1 on Monday to Friday outside the hours of 7:30am to 5:30pm; or
 - 12.1.2 on Saturday, Sunday or a Public Holiday; or
 - 12.1.3 more than 37.5 hours per week.
- 12.2 A casual employee will be paid for working overtime at the following penalty rates (calculated on the employee's base rate of pay, excluding casual loading):
- 12.2.1 Overtime worked Monday to Friday will be paid at the rate of 150%
 - 12.2.2 Overtime worked on Saturday will be paid at the rate of 150% for the first 3 hours, and 200% after that
 - 12.2.3 Overtime worked on Sunday will be paid at the rate of 200%
 - 12.2.4 Overtime worked on a Public Holiday will be paid at the rate of 250%

13. Flex-Time

Access to flex-time

- 13.1 Flex-time provides flexibility to employees in their daily working patterns and applies to full-time employees employed at or below Classification Level CL 6 (**'employee eligible for flex-time'**).

- 13.2 Despite anything else in this clause, an employee eligible for flex-time may not be permitted to access flex-time, or may have limited access to flex-time due to operational requirements (e.g. employees in client facing roles). An employee will be advised by the CLC if they do not have access to flex-time, or have limited access to flex-time.

Accruing and using flex-time

- 13.3 An employee eligible for flex-time who works more or less than their ordinary hours within the bandwidth will accrue an hour for hour flex-time credit or debit. Flex-time is not intended to increase or reduce the total number of ordinary hours that an employee works.
- 13.4 An employee can accrue a maximum of 15 hours of flex-time credit.
- 13.5 An employee can accrue a maximum of 10 hours flex-time debit.

Record keeping

- 13.6 An employee employed at or below Classification Level CL 6 must record their attendance at work accurately in the CLC's timekeeping system.

Suspension

- 13.7 The CLC may suspend an employee's access to flex-time if an employee does not comply with the requirements in relation to flex-time in this Agreement or in any relevant policy.

Termination and moving to new position

- 13.8 An employee will not be paid any unused flex-time credits on termination.
- 13.9 Where an employee gives notice of their resignation, or moves to a new role within the CLC, the employee and their supervisor must make reasonable efforts to balance the employee's flex-time credits or debits before the employee's termination or commencement in a new role.
- 13.10 Where an employee moves to a role within the CLC in which they are not eligible to access flex-time, the employee's flex-time balance will be reset to zero on starting in the new role.

Policy

- 13.11 The CLC may make policy that makes further provision for any aspect of flex-time.

Other employees

- 13.12 Employees who do not have access to flex-time may negotiate work hours with their manager or supervisor to allow for their out of work responsibilities to be met.

14. Time off in lieu of payment for additional hours worked (TIL) for CL 1 – CL 6 employees

Additional hours

- 14.1 Full-time and part-time employees in Classification Levels CL 1 – CL 6 are sometimes required to work reasonable additional hours in excess of their ordinary hours. Consistent with the NES, an employee may refuse to work unreasonable additional hours.
- 14.2 Full-time and part-time employees in Classification Levels CL 1 – CL 6 who work outside the span of hours are eligible for time off in lieu of payment for additional hours worked ('TIL') in accordance with this clause and any relevant policy.

Accruing TIL

- 14.3 A full-time employee accrues TIL on the following basis:

Day	Rate of TIL accrual
Monday to Friday, outside 7:30am – 5:30pm	1.5 x hours worked
Saturday	1.5 x for first 3 hours worked; thereafter 2 x hours worked
Sunday	2 x hours worked
Public Holiday	2.5 x hours worked

- 14.4 A part-time employee accrues TIL on the same basis as a full-time employee, except that a part-time employee also accrues TIL when they work more than their agreed ordinary hours of work on any day, Monday to Friday, within the span of hours. TIL accrued by a part-time employee within the span of hours on this basis is accrued at the rate of 1 x hours worked.
- 14.5 An employee who is unable to accrue any further TIL because they have reached the maximum amount of TIL permitted under this clause is not required to work in excess of their ordinary hours.

Management and usage of TIL

- 14.6 A 'TIL year' means the period from the beginning of March to the end of February each year.
- 14.7 An employee can accrue a maximum of 20 days (150hrs) during a TIL year.
- 14.8 At any point in time during a TIL year, an employee may accrue and hold a balance of up to 10 days (75hrs) of TIL.

- 14.9 Subject to this clause, and any significant health and safety concerns, accrued TIL can be taken at any time agreed between the employee and their manager or supervisor.
- 14.10 Employees, managers and supervisors should be mindful of health and safety when considering the use of accrued TIL (for example, managers and supervisors should encourage employees to take TIL after long trips in the field).
- 14.11 Before the end of each TIL year, an employee must apply to take all TIL credits accrued in that TIL year. At the start of each new TIL year, an employee will lose any credits they have not applied to use from the previous TIL year.
- 14.12 All TIL credits accrued in a TIL year must be used by the end of April in the following TIL year. An employee will lose any untaken TIL credits from the previous TIL year after the end of each April.

15. Time off in lieu of payment for additional hours worked (TIL) for Senior Officers

- 15.1 An employee in Classification Levels SO C to SO A (a 'SO employee') may sometimes be required to work reasonable additional hours. Consistent with the NES, an employee may refuse to work unreasonable additional hours.
- 15.2 A SO employee who works additional hours may make a request to access TIL. A SO employee who seeks to access TIL is required to keep records of their working hours using a method determined by the CLC.
- 15.3 If a SO employee makes a request for TIL, their manager or supervisor is to grant TIL in recognition of reasonable additional hours worked. TIL granted to an SO employee can be taken as whole or part days.
- 15.4 A SO employee will be granted a maximum of 10 days (75 hours) of TIL in each TIL year.
- 15.5 Any TIL granted to a SO employee in a TIL year must be taken within the same TIL year in which the additional hours for which the TIL is granted are worked. A SO employee will lose any untaken TIL at the end of each TIL year.
- 15.6 The CLC may introduce policy which provides further information on TIL for SO employees.
- 15.7 Senior Executive Service ('SES') equivalent staff will not have access to TIL.

16. Flexible Work Arrangements

- 16.1 This clause is in addition to any right an employee has to request flexible work arrangements under the NES.

Request for flexible work arrangements

- 16.2 An employee may make a request for a flexible work arrangement. Flexible work arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

- 16.3 To make a request for flexible work arrangements, an employee must make the request in writing, and:
- 16.3.1 Include the details of the change they are requesting (including the type of arrangement the employee is seeking, the frequency of the arrangement and the proposed length of time the arrangement will operate for); and
 - 16.3.2 Include the reason(s) for the change they are requesting; and
 - 16.3.3 Follow any direction from the CLC about the required process or procedure for making a request.
- 16.4 For the purpose of this clause, when a request is made that satisfies the above requirements, it is referred to as 'the request'.

Response by the CLC to a request for flexible work arrangements

- 16.5 Where the CLC would consider approving the request with changes, or the CLC proposes to refuse the request, the CLC should try to discuss the matter with the employee before providing a written response.
- 16.6 The CLC will not unreasonably refuse the request if it would not interfere with the CLC's current or predicted operational requirements, and the requirements of the employee's role.
- 16.7 The CLC will give an employee a written response to the request within 21 days of receiving it (except in circumstances where this is not reasonable, such as the employee's manager or supervisor being on leave).
- 16.8 The CLC's written response will:
- 16.8.1 state that the CLC approves the request and record the details of the approved arrangement; or
 - 16.8.2 if the CLC and the employee have discussed the request and agreed on a flexible work arrangement that is different to the request initially made by the employee, state the arrangement that has been discussed and approved by the CLC and record the details of the approved arrangement; or
 - 16.8.3 state that the CLC refuses the request and include reasons for the refusal.

Changes, cancellation and review

- 16.9 Flexible work arrangements approved under this clause may be changed or cancelled by the CLC if they no longer meet the CLC's operational requirements. If the CLC proposes to change or cancel an employee's flexible work arrangement, it will consult with the employee before making a decision to do so.
- 16.10 Flexible work arrangements will be reviewed at least annually, or as requested by the employee, or required by the CLC.

Part 3 – Remuneration

17. Salary Rates

- 17.1 Salary rates will be as set out in *Attachment A – Classification Levels and Salary Rates* to this Agreement.
- 17.2 The base salary rates in Attachment A include the following increases:
 - 17.2.1 3.8 per cent from 14 December 2025
 - 17.2.2 3.4 per cent from 14 December 2026
- 17.3 At the commencement of this Agreement, the Classification Level and salary rate of all existing employees will be that which the employee was employed under immediately prior to the commencement of this Agreement.

18. Salary Setting

- 18.1 When an employee becomes employed by the CLC, or is promoted to a substantive role with a higher Classification Level at the CLC, the employee will be paid at the lowest increment of the salary range of the relevant Classification Level for their role, unless the CEO determines a higher salary within the relevant salary range under this clause.
- 18.2 The CEO may determine payment of a salary to an employee at a higher increment within the relevant salary range of the relevant Classification Level and the date of effect at any time.
- 18.3 If the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.
- 18.4 In determining an employee's salary under this clause, the CEO will have regard to the experience, qualifications and skills of the employee.

19. Payment of Salary

- 19.1 Employees will be paid fortnightly in arrears by electronic funds transfer into the financial institution account nominated by the employee. A part-time or full-time employee's fortnightly salary is based on their annual salary and calculated using the following formula:

$$\text{Fortnightly salary} = \frac{(\text{Annual salary} \times 12)}{313}$$

Note: This formula is designed to achieve a consistent fortnightly pay rate without significant change from year to year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12 year period.

- 19.2 Any other payments to which an employee may be entitled, whether under this Agreement or otherwise, will also be made by electronic funds transfer into a financial institution account nominated by the employee.

20. Superannuation

- 20.1 The CLC will make employer superannuation contributions on behalf of an employee as required by the applicable legislation, at the rate of 15.4% ('contributions').
- 20.2 The CLC will calculate contributions on salary and benefits in accordance with the definition of 'ordinary time earnings' under superannuation legislation, and prior to any salary packaging arrangements.
- 20.3 Contributions will not be paid on behalf of employees for any periods of workers compensation payments that exceed 52 weeks, or during any period of unpaid leave.
- 20.4 The CLC will make contributions to any compliant superannuation fund provided that the fund accepts payment by fortnightly electronic funds transfer using a file generated by the CLC's payroll system.

21. Salary Packaging

- 21.1 The CLC will offer salary packaging to part-time and full-time employees who are engaged for a period of at least 12 weeks. The CLC will continue to offer salary packaging provided it maintains its Public Benevolent Institution status and Fringe Benefits Tax exemption.
- 21.2 The composition of an employee's salary packaging will be as agreed between the employee and the CLC, provided that the sum of the taxed and sacrificed amounts are equivalent to the employee's gross salary.

22. Incremental Advancement

Application

- 22.1 This clause applies to part-time and full-time employees only. Casual employees are not eligible for incremental advancement under this Agreement.

Requirement for annual performance review

- 22.2 An employee must have an annual performance review to be eligible for incremental advancement.
- 22.3 An employee's supervisor or manager should, where possible, ensure that an employee's annual performance review is completed by the anniversary date on which it is due.

Anniversary date

- 22.4 The date on which an employee's annual performance review will be due (being the date from which an employee will be eligible for incremental advancement, if approved) will be:
 - 22.4.1 The anniversary of the date the employee commenced employment at the CLC in a full-time or part-time role (including where the employee moves substantive roles to a role with the same or lower classification level); or
 - 22.4.2 If the employee moves substantive roles to a role with a higher classification level, the anniversary of the date the employee commences the role with the higher classification level; and
 - 22.4.3 In all cases, extended by the sum of any periods which do not count as service (e.g. periods of unauthorised absence).

Incremental advancement during parental leave

- 22.5 Despite anything else in this Agreement, during any period of paid or unpaid parental leave, an employee will be eligible to advance a maximum of one increment, regardless of the length of the leave.

Performance requirement and approval

- 22.6 An employee must be assessed as performing to at least a satisfactory level in an annual performance review to be eligible to advance one increment in the relevant Classification Level for their role.
- 22.7 CEO approval is required for all incremental advancement. The CEO may advance an employee more than one increment in cases of exceptional merit.
- 22.8 The CEO may refuse or defer incremental advancement for an employee for unsatisfactory work performance or conduct.

No further advancement

- 22.9 Once an employee has reached the top increment of the relevant Classification Level for their role, they are not eligible for any further incremental advancement.

Incremental advancement in substantive role during acting periods

- 22.10 Where an employee is acting in a role with a higher Classification Level and receiving a higher duties allowance at the date their annual performance review in their substantive role is due, the employee remains eligible for a performance review and incremental advancement in their substantive role, in accordance with subclauses 22.2 to 22.9. The employee will be eligible for and receive any approved incremental advancement from the date they return to their substantive role.

Incremental advancement in acting role

- 22.11 Despite anything else in this clause, where an employee has performed a role with a higher classification level and received a higher duties allowance for a continuous period of 12 months (extended by the sum of any periods that do not count as service, except for any periods of half pay or unpaid parental leave), they will be eligible for an annual performance review and for incremental advancement in their acting role, in accordance with the requirements of subclauses 22.2 to 22.9.
- 22.12 Where an employee has acted in a role with a higher classification level and received a higher duties allowance for that role for separate periods totalling 12 months, they may request a review of their performance in that role. If the employee's performance is found to be satisfactory, the CEO may approve a one increment advancement in the relevant Classification Level for that role.
- 22.13 Where an employee is found eligible for incremental advancement in an acting position, they will receive the relevant increase in the rate of higher duties allowance. The employee will retain the increased rate of higher duties allowance for all future periods in which the employee acts in the same role.

23. Overpayments

- 23.1 An overpayment occurs if the CLC provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements and allowances).
- 23.2 Where the CLC considers that an overpayment has occurred, the CLC will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 23.3 If an employee disputes that there has been an overpayment, or disputes the amount of the overpayment, they must advise the CLC in writing within 28 calendar days of receiving the notice. The CLC will not take any further action until after reviewing any response from the employee.
- 23.4 If, after considering any response from the employee's, the CLC confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the CLC in full by the employee.
- 23.5 The CLC and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing and may include an agreement to deduct the debt from the employee's salary.
- 23.6 The CLC and the employee may agree to make a deduction from an amount to be paid to the employee, or from an employee's final pay where there is an outstanding debt upon cessation of employment.
- 23.7 Interest will not be charged on overpayments.
- 23.8 Nothing in subclauses 23.1 to 23.7 prevents:

- 23.8.1 The CLC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013* (Cth) ('PGPA Act');
- 23.8.2 The CLC from pursuing recovery of the debt through other available legal avenues; or
- 23.8.3 The employee or the CLC from seeking approval to waive the debt under the PGPA Act.

24. Supported Wage System

- 24.1 The provisions in *Attachment B – Supported Wage System* apply to this Agreement.

Part 4 – Allowances

25. Higher Duties Allowance

- 25.1 Where an employee performs a role with a higher Classification Level than their substantive role for 5 consecutive working days or more, they will be paid a higher duties allowance.
- 25.2 The higher duties allowance payable to an employee will be equal to the difference between the employee's salary in their substantive role and the salary they would be paid if they were promoted to the higher role at the lowest increment of the relevant Classification Level, or a higher amount determined by the CEO.
- 25.3 Where an employee is assigned to perform only some of the duties of a role with a higher Classification Level than their substantive role, the CEO will determine whether a higher duties allowance is payable to the employee, and if so, the amount of the allowance.

26. District Allowance

- 26.1 An employee who lives in the CLC Region will be paid the district allowance.
- 26.2 An employee will not be paid the district allowance for any periods of unpaid leave.
- 26.3 A casual employee will be entitled to receive the district allowance at an hourly rate for the hours they work. The district allowance paid to a casual employee will be the rate applicable to the location in which they live for an employee without dependents. Casual loading is not paid on the district allowance.
- 26.4 Any employee who lives outside the CLC region will not be entitled to receive the district allowance.
- 26.5 Further detail on the district allowance is available in the relevant policy.

27. Leave Airfares Allowance

- 27.1 A full-time or part-time employee will be eligible for an annual leave airfares allowance.
- 27.2 An employee will become eligible for the leave airfares allowance after every 12 months of continuous service.
- 27.3 Further detail on the leave airfares allowance is available in the relevant policy.

28. Travel Allowance

- 28.1 No travel allowance is payable where an employee is required to be absent from their usual place of work on CLC work for less than 10 hours in a single day (inclusive of travel time).

Single day travel

- 28.2 An employee who is required to be absent from their usual place of work on CLC work for 10 hours or more on a single day (inclusive of travelling time), will be entitled to a single day travel allowance.

Field work travel

- 28.3 Field work travel is all camping and travel associated with working in the field for any CLC work, and includes Council and regional meetings when these are held away from the employee's usual workplace.
- 28.4 An employee who is required to be absent from their usual place of work on CLC work involving travel and camping will be entitled to a field work travel allowance. However, a field work allowance will not be paid in respect of accommodation in a hotel or motel or similar where the CLC has paid for the accommodation.

Other work travel

- 28.5 Other work travel includes all other travel associated with CLC work which is not single day travel or field work travel.
- 28.6 Where an employee is required to be absent overnight from their usual place of work on CLC work that involves travel to a town or metropolitan centre, the CLC will either pay for accommodation and/or meals for the employee, or provide the employee with a travel allowance in respect of accommodation and/or meals. An employee will receive a travel allowance for incidental expenses.

Australian Tax Office rates

- 28.7 With the exception of rates for field work travel, the rates of payment for travel allowance will be adjusted to reflect the most current 'reasonable amounts' determined by the Australian Tax Office.

29. Community Language Allowance

29.1 A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in an Aboriginal language common in Central Australia in their role, and the employee meets the required level of competency set by the CEO.

29.2 The community language allowance will be paid as set out in the following table:

Rate	Standard	Rate from commencement of this agreement	Rate from 14 December 2025	Rate from 14 December 2026
1	An employee who has adequate language skills for simple communication, as determined by an individual or body approved by the CEO.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

29.3 The allowance is calculated annually and paid fortnightly.

29.4 An eligible employee will be paid the full allowance regardless of flexible work and part-time arrangements.

29.5 An employee in receipt of the allowance who takes leave will be paid the allowance during periods of paid leave only. This means the annual amount of the allowance may be reduced by any periods of unpaid leave an employee takes.

30. On Call Allowance

30.1 A part-time or full-time employee who is employed at a Classification Level not exceeding CL 6 is entitled to receive an on call allowance when directed or rostered to be on call outside the span of hours.

Part 5 – Leave

31. Recreation Leave

Entitlement

- 31.1 For each year of service (excluding any periods of employment as a casual employee), full-time employees will accrue 5 weeks (25 days) recreation (annual) leave, and part-time employees will accrue recreation leave on a pro-rata basis. Recreation leave accrues progressively and accumulates from year to year.
- 31.2 Except as set out in subclause 31.4, the timing and duration of recreation leave is to be agreed between an employee and their manager or supervisor.

Excess leave balance

- 31.3 An employee has an excess leave balance where they have 8 weeks or more of recreation leave accrued ('excess leave balance').
- 31.4 The CEO may direct an employee who has an excess leave balance to take recreation leave. The CEO will direct the employee to take an amount of recreation leave that is required to reduce the employee's balance to a minimum of 8 weeks. The employee must take this recreation leave within a period determined by the CEO.

Leave at half pay

- 31.5 With approval, an employee may take recreation leave at half pay. An employee's request to take recreation leave at half pay will be granted unless the CLC considers it would substantially impact operational requirements.
- 31.6 An employee who has an excess leave balance will not be permitted to take leave at half pay.
- 31.7 Where an employee takes recreation leave at half pay;
 - 31.7.1 deductions from leave credits will be halved; and
 - 31.7.2 only the first half of the leave period will count as service.

Leave loading

- 31.8 An employee will receive annual leave loading of 17.5% of their base salary for periods of recreation leave.
- 31.9 Where an employee takes recreation leave at half pay, leave loading will be calculated on the employee's reduced base salary for the period of leave.

Purchased leave

- 31.10 By agreement in writing, an employee who does not have an excess leave balance may purchase a block of one week (5 days for full-time employees, or pro rata equivalent for

a part-time employee) of additional recreation leave in a 12 month period by reducing their fortnightly salary ('purchased leave agreement').

- 31.11 A fixed-term employee may only make a purchased leave agreement if they have at least 12 months remaining on their employment contract at the time they make the agreement.
- 31.12 Where an employee and the CLC enter into a purchased leave agreement, amounts will be deducted from the employee's salary in equal instalments over a 12 month period, to the combined value of the purchased leave and relevant leave loading at the time the agreement was made.
- 31.13 Purchased leave will accrue progressively over the year it is purchased.
- 31.14 An employee may cancel a purchased leave agreement by giving 4 weeks' written notice to the CLC. If an employee cancels their purchased leave agreement, they will retain any balance of purchased leave already accrued, and fortnightly deductions from their salary will stop.
- 31.15 If an employee who has a purchased leave agreement ceases employment, any purchased leave already accrued will be paid out to the employee.
- 31.16 A purchased leave agreement may have taxation or other financial implications for an employee. Employees are encouraged to seek their own financial advice before entering into a purchased leave agreement.

32. Personal/Carer's Leave

Entitlement

- 32.1 Full-time employees are entitled to 18 days of paid personal/carers' leave for each year of service, with a pro-rata number of days for part-time employees.
- 32.2 An employee may take personal/carers' leave at half pay with approval from the CEO. Where an employee takes personal/carers' leave at half pay:
 - 32.2.1 deductions from leave credits will be halved; and
 - 32.2.2 the entire period of leave will count as service.
- 32.3 Consistent with the NES, a casual employee, or a part-time or full-time employee who has no accrued personal/carers' leave, may take up to 2 days' unpaid carers' leave each time a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the member.

Accrual of leave

- 32.4 An employee will accrue personal/carers' leave progressively during a year of service. Personal/carers' leave will accumulate from year to year.

- 32.5 In the first year of employment only, 4 days of paid personal/carer's leave will be credited upon commencement, and the rate of accrual will be adjusted during that first year of service to provide a total of 18 days of paid personal/carer's leave (or a pro-rata number of days for part-time employees).

When leave can be taken

- 32.6 An employee can take personal/carer's leave if the leave is taken:
- 32.6.1 Because the employee is not fit to work because of a personal illness or injury affecting them; or
 - 32.6.2 To attend an appointment with a registered health practitioner in relation to the employee; or
 - 32.6.3 To manage a chronic health condition the employee has; or
 - 32.6.4 To provide care or support to a member of the employee's immediate family, or member of the employee's household, or a person they have caring responsibilities for, because:
 - (I) of a personal illness or injury affecting the other person; or
 - (II) of an unexpected emergency affecting the other person.
- 32.7 In this clause, a person that an employee has caring responsibilities for is a person who needs care because they:
- 32.7.1 Have a medical condition, including when they are in hospital;
 - 32.7.2 Have a mental illness;
 - 32.7.3 Have a disability;
 - 32.7.4 Are frail or aged; and/or
 - 32.7.5 Are a child, not limited to a child of the employee.

Evidence

- 32.8 A medical certificate from a Medical Practitioner registered with the Medical Board of Australia (a doctor), or a Remote Area Nurse will be required to support personal/carer's leave for:
- 32.8.1 Absences of 3 consecutive days or more; or
 - 32.8.2 On each subsequent occasion when the employee has taken more than eight single days in the 12 month period prior to the absence; or
 - 32.8.3 In cases of a workplace injury or incident; or
 - 32.8.4 Any application to re-credit another leave type (see clause 45); or

- 32.8.5 For any workers compensation claim; or
- 32.8.6 Circumstances in which the CLC reasonably believes an employee may be engaged in a pattern of misuse of personal/carer's leave.
- 32.9 Where an employee would require a medical certificate under subclause 32.8, but the reason for the leave does not relate to a personal illness or injury of the employee or another person, the employee may provide evidence in the form of a statutory declaration, or any other form of evidence determined by the CEO. For example, where an employee takes leave because they are caring for a person who has a disability because that person had a break in at their home overnight, the employee may provide a statutory declaration in support of their application for personal/carer's leave, if required to do so because of subclause 32.8.
- 32.10 Where an employee would require a medical certificate under subclause 32.8 and the reason for the personal leave is management of the employee's chronic health condition, the employee may provide a medical certificate as evidence of their chronic health condition to support periodic absences for a period of up to 6 months at a time.
- 32.11 Despite anything else in this Agreement, the CLC will not accept an online medical certificate (that is, a certificate issued without the employee having consulted a registered Medical Practitioner or Remote Area Nurse either face to face or through telehealth), or a medical certificate from a pharmacist in support of any application for personal/carer's leave.

33. Parental Leave

- 33.1 The terms 'primary caregiver', 'secondary caregiver' 'ML Act', 'partner' and 'stillborn child' used in this clause are defined in the definitions section of this Agreement.
- 33.2 A part-time or full-time employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend fixed-term employment. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.
- 33.3 For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.
- 33.4 Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

Payment during parental leave

- 33.5 An employee is entitled to parental leave with pay as per subclauses 33.7 and 33.8 below within the parental leave period. Any further parental leave during the parental

leave period is without pay. Unused paid parental leave remaining at the end of the employee's parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.

- 33.6 Employees newly engaged are eligible for the paid parental leave in subclauses 33.7 and 33.8, less the period of any paid parental leave provided to them by a previous employer in respect of the same child in the 24 months since the child's date of birth or placement.
- 33.7 An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 1 below.

Table 1: Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML Act	Additional parental leave with pay under this agreement for the primary caregiver
12 weeks' paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

- 33.8 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 2 below.

Table 2: Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this agreement
Date of commencement of this Agreement to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

- 33.9 Flexibility: Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in a single block. For example, parental leave can be used to replicate a part time work arrangement, and can be taken at the same time as another parent in relation to the same child.

- 33.10 The rate of payment during paid parental leave is the same as for an absence on personal/carer's leave and is based on the employee's weekly hours at the time of the absence.
- 33.11 Half-pay option: The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of no less than half the normal rate of the employee's salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

- 33.12 An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- 33.12.1 is under 16 as at the day (or expected day) of placement;
- 33.12.2 has not lived continuously with the employee for a period of 6 months or more as at the day (or expected day) of placement; and
- 33.12.3 is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 33.13 An employee must submit documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

- 33.14 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is 2 weeks.

Pregnancy loss leave

- 33.15 A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one week's paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
- 33.16 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the Fair Work Act and this Agreement.

Premature birth leave

- 33.17 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

- 33.18 Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under subclause 33.17 until after the legislated paid maternity leave is used.

34. Compassionate Leave

Entitlement

- 34.1 An employee is entitled to 3 days compassionate leave on each occasion (a 'permissible occasion') when:
- 34.1.1 a member of the employee's immediate family or member of the employee's household:
- (I) contracts or develops a personal illness that poses a serious threat to their life; or
 - (II) sustains a personal injury that poses a serious threat to their life; or
 - (III) dies; or
- 34.1.2 a stillborn child is born, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- 34.1.3 The employee or the employee's partner has a miscarriage. In this clause, miscarriage means a spontaneous loss of an embryo or foetus before a period of gestation of 20 weeks.

Taking compassionate leave

- 34.2 Compassionate leave may be taken:
- 34.2.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness; or
- 34.2.2 after the death of the member of the employee's immediate family or household, or the birth of a stillborn child; or
- 34.2.3 after the employee or the employee's partner has a miscarriage.
- 34.3 An employee may take compassionate leave for each permissible occasion as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

Payment for compassionate leave

- 34.4 A part-time or full-time employee who takes a period of compassionate leave will be paid at their base rate of pay for their ordinary hours of work in the period.

- 34.5 For a casual employee, compassionate leave is unpaid.

Evidence

- 34.6 The CLC may ask an employee to provide evidence to support any absence on compassionate leave.

35. Family and Domestic Violence Leave

- 35.1 An employee is entitled to paid family and domestic violence leave in accordance with the NES, except that the amount of leave the employee is entitled to in a 12 month period is 20 days.

36. Cultural Leave

- 36.1 The CEO may grant up to 3 days of paid leave to per calendar year to a part-time or full-time employee for the employee to participate in significant religious or cultural obligations associated with the employee's particular faith or culture, including Aboriginal culture.
- 36.2 An employee may take cultural leave as part days.
- 36.3 Cultural leave does not apply to cultural obligations for which an employee would be eligible for ceremonial leave under clause 38 of this Agreement.

37. NAIDOC Leave

- 37.1 Part-time and full-time employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.
- 37.2 NAIDOC leave can be taken in part days.

38. Ceremonial Leave

- 38.1 The CEO may approve up to 10 working days paid leave in one 12 month period only for a part-time or full-time Aboriginal employee to participate in ceremonial activities.
- 38.2 Where an employee has previously been granted the 10 days in a 12 month period, the CEO may approve up to 5 days in one subsequent 12 month period.
- 38.3 After an employee's entitlement to ceremonial leave under this clause has been exhausted, the CEO may consider a further application for ceremonial leave from an employee.
- 38.4 An employee may be required to satisfy the CEO that they have an obligation under Aboriginal custom or traditional law to participate in ceremonial activities to receive ceremonial leave.

39. Community Service Leave

- 39.1 An employee will be entitled to community service leave in accordance with the NES with the addition of the following:

Jury service

- 39.2 A part-time or full-time employee who is required to be absent from their employment to undertake jury service will be paid at their base rate of pay for their ordinary hours of work for the duration of the jury service.

Voluntary emergency management activity

- 39.3 A part-time or full-time employee who is absent from employment because they are engaged in a voluntary emergency management activity will be paid at their base rate of pay for their ordinary hours of work, for a maximum of 20 days per calendar year.
- 39.4 However, the CLC may refuse paid leave to an employee if the employee's absence would significantly impact the CLC's operations.

40. Defence Reservist Leave

- 40.1 An employee will be granted leave (with or without pay) to undertake Australian Defence Force (ADF) Reserve and Continuous full-time Service (CFTS) obligations, or Cadet Force obligations.
- 40.2 An employee is entitled to leave with pay to fulfil ADF reserve service requirements for:
- 40.2.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and
 - 40.2.2 an extra 2 weeks (10 days) in the first year of ADF Reserve Service (pro-rata for part-time employees).
- 40.3 With the exception of the additional 2 weeks in the first year of service, an employee can accumulate and take leave over a period of 2 consecutive years.
- 40.4 An employee who is an ADF Cadet officer or instructor may be granted paid leave of up to 3 weeks each financial year to perform their duties. ADF Cadets means Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.
- 40.5 Paid leave under this clause counts as service for all purposes.
- 40.6 Unpaid leave under this clause counts as service for all purposes except leave accrual.

41. Long Service Leave

- 41.1 An employee may take long service leave in accordance with the Long Service Leave Act.
- 41.2 The minimum period for which long service leave will be granted is 7 calendar days (whether taken at full or half pay). Long service leave cannot be broken with other

periods of leave, except as otherwise provided by the legislation, or provided for in clause 45 (Re-crediting of Leave).

42. Study Leave and Study Assistance

Grant of study leave or study assistance

- 42.1 In this clause, 'course' means an entire program of study that leads to a certificate or qualification.
- 42.2 The CEO may grant study leave or study assistance to a full-time or part-time employee where the course for which the employee requests the study leave or study assistance relates to the employee's role at the CLC, or the work of the CLC more broadly.
- 42.3 This clause applies to courses that an employee chooses to undertake. It does not apply to any course that the CLC requests or requires the employee to undertake to fulfil the duties and responsibilities of their role.
- 42.4 An employee may apply for study leave or study assistance at any time after they have successfully completed their probation.
- 42.5 If an employee has been granted study leave and/or study assistance, they must notify the CLC as soon as practicable if they withdraw from or defer their studies, or are no longer undertaking study for the course in a period they previously advised the CLC they would be.
- 42.6 If an employee has been granted study leave and/or study assistance for a course, a study agreement will be developed between the employee and the CLC.

Amount of granted study leave

- 42.7 The CEO, at their discretion, may grant an employee study leave of up to 130 hours per calendar year, to be used in relation to an approved course ('granted study leave'). In determining the amount of granted study leave, the CEO may consider any relevant factors such as the requirements of the course, and the time of year the study leave is requested.

Use of granted study leave

- 42.8 An employee may use granted study leave to attend a course, complete assignments or other course work, prepare for examinations or other assessments, or undertake research, self-directed study or examinations. Granted study leave may also be used to travel from the employee's place of residence to a venue at which any part of a course will be run, or any research or examinations or other assessments will be undertaken.
- 42.9 An employee will not be eligible to take granted study leave during periods in which the course the employee is enrolled in is not running (for example, during semester breaks).
- 42.10 An employee must apply to take granted study leave in a manner directed by the CLC. Periods of study leave must be agreed between the employee and their manager or supervisor and must not interfere with the CLC's operational requirements. An

employee's manager may require evidence from an employee to substantiate their request for study leave prior to approving any request.

42.11 Study leave will be paid at the employee's base rate of pay.

42.12 At the end of each calendar year, an employee will lose all unused granted study leave for that year.

Study assistance for approved courses

42.13 The CEO may grant an employee financial study assistance in respect of course fees incurred by the employee for an approved course.

42.14 Any such approved study assistance may be paid to an employee either by:

42.14.1 Reimbursement on successful completion of a course or subject of a course; or

42.14.2 Payment, in full or in part, prior to the commencement of a course or subject of a course where advance payment is required by the institution providing the course, provided that the employee agrees to repay the CLC in the event they withdraw from the course or subject, or do not successfully complete it.

42.15 The maximum amount of study assistance to be provided to an employee in respect of any course will be \$7500 per calendar year, indexed annually on 1 January to reflect the education component of the Consumer Price Index.

42.16 If an employee ceases employment at the CLC for any reason, they will be required to repay any study assistance provided to them as follows:

Period between employee receiving any study assistance and end of employment	Amount of the study assistance to be repaid to the CLC
Up to 12 months after receiving financial assistance	100%
Between 12 and 24 months after receiving financial assistance	50%
More than 24 months after receiving financial assistance	Nil

42.17 An employee who is required to repay study assistance to the CLC as per subclause 42.16 may authorise the CLC to deduct any sum owed from an amount payable to the employee.

Study leave or study assistance may be withdrawn

42.18 A grant of study leave or financial assistance to an employee under this clause is entirely at the discretion of the CLC.

42.19 The CLC may withdraw or pause a grant of study leave or study assistance at any time.

43. Leave Without Pay

- 43.1 The CEO may grant an employee leave without pay. In determining whether to grant leave without pay, the CEO will consider the employee's circumstances, the CLC's operational requirements and any alternative leave options available to the employee.
- 43.2 If an employee is granted leave without pay, it will not count as service unless otherwise required by legislation.

44. Special Leave

- 44.1 The CEO may grant an employee special leave, with or without pay. In considering a request for special leave the CEO will consider the employee's circumstances, the CLC's operational requirements and alternative leave types available to the employee.
- 44.2 Paid special leave counts as service for all purposes.
- 44.3 Unpaid special leave does not count as service.

45. Re-crediting of Leave

- 45.1 When an employee is on:
 - 45.1.1 recreation leave (including purchased leave);
 - 45.1.2 defence reservist leave;
 - 45.1.3 ceremonial leave;
 - 45.1.4 cultural leave; or
 - 45.1.5 long service leave; andbecomes eligible for, under legislation or this Agreement:
 - 45.1.6 personal/carer's leave;
 - 45.1.7 compassionate leave;
 - 45.1.8 community service leave;
 - 45.1.9 domestic and family violence leave; or
 - 45.1.10 Parental leave (including premature birth leave, leave in the event of a stillborn child and pregnancy loss leave),the affected period of leave will be re-credited.
- 45.2 When an employee is on personal/carer's leave and becomes eligible for parental leave (including premature birth leave, leave in the event of a stillborn child and pregnancy loss leave), the affected period of leave will be re-credited.

- 45.3 Re-crediting of leave is subject to the employee providing appropriate evidence of eligibility for the substituted leave.

46. Public Holidays

Public holidays

- 46.1 Employees are entitled to the following public holidays each year as observed in their normal work location:
- 46.1.1 New Year's Day (1 January);
 - 46.1.2 Australia Day (26 January);
 - 46.1.3 Good Friday;
 - 46.1.4 Easter Monday;
 - 46.1.5 Anzac Day (25 April);
 - 46.1.6 The King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 46.1.7 Christmas Day (25 December);
 - 46.1.8 Boxing Day (26 December); and
 - 46.1.9 Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part day, that is excluded by the *Fair Work Regulations 2009* (Cth) from counting as a public holiday.
- 46.2 If under (or in accordance with a procedure under) a law of a State or Territory, a day or part day is substituted for one of the public holidays in subclause 46.1 then the substituted day or part day is the public holiday.

Payment for public holidays

- 46.3 An employee who is absent on a day or part day that is a public holiday in their normal work location is entitled to be paid for the day or part day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.
- 46.4 Where a public holiday falls during a period when an employee is absent on leave (other than recreation leave or paid personal/carer's leave) the employee is not entitled to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. if on long service leave at half pay, payment for the public holiday is at half pay).

Substitution for certain public holidays

- 46.5 At an employee's request, the CLC and the employee may agree to substitute the public holiday on which Australia Day or the King's birthday holiday falls pursuant to subclause 46.1 for another day, having regard to operational requirements. An employee may only make such a request where they would otherwise be entitled to be paid for being absent on the declared public holiday.
- 46.6 Where an employee substitutes a public holiday for another day under subclause 46.5, they will not accrue time off in lieu for working their normal hours on the public holiday.

47. End of Year Shut Down

Standard shut down

- 47.1 The CLC will be closed from the close of business on the last working day before 25 December until the start of the first working day following 1 January of the next calendar year ('the 'standard shut down').
- 47.2 Employees will not be required to attend work during the standard shut down.
- 47.3 Absence during the standard shut down will count as service for all purposes.

Pay and leave during standard shut down

- 47.4 Part-time and full-time employees will receive their normal rate of pay for their ordinary hours of work for the standard shut down, subject to subclauses 47.5 to 47.7.
- 47.5 An employee who is on unpaid leave immediately prior to the start of the standard shut down will not be paid for the standard shut down.
- 47.6 Despite anything in clause 46, where an employee is on leave at half pay immediately prior to the start of the standard shut down, they will be paid at their full rate of pay for the standard shut down.
- 47.7 A part-time employee will only be paid for the days of the standard shut down on which they would normally have worked ordinary hours.
- 47.8 A casual employee will not be paid for the standard shut down.

Extension of standard shut down

- 47.9 With 6 weeks' notice, the CEO may authorise an extension to the standard shut down period. During any such extension employees may access accrued recreational leave or TIL credits, flex-time and/or leave without pay.

Special shut down

- 47.10 With 6 weeks' notice, the CEO may authorise an extension to the standard shut down to apply only to one or more operational sections or office locations of the CLC (a 'special shut down'). During a special shut down, employees in any closed operational section or

office location may access accrued recreational leave or TIL credits, flex-time and/or leave without pay.

Part 6 – Employee Support

48. Aboriginal Employment and Career Development

- 48.1 The CLC is committed to supporting Aboriginal employees at all levels of the organisation. This includes creating more job opportunities, providing training and offering support to help Aboriginal employees succeed and grow within the organisation. In particular, the CLC will work to ensure support and training is provided to enable Aboriginal employees to have opportunities to progress within the organisation, grow into management positions and take on leadership roles.

49. Recruitment to Vacant Roles

- 49.1 Where the CLC becomes aware that a role will be vacant (either temporarily or permanently) for a period of at least 6 months, the CLC must consider whether to recruit to the role. Where the CLC considers it would be possible to successfully recruit to the role, it must use its best endeavours to do so soon as practicable.

50. Employee Assistance Program

- 50.1 Part-time and full-time employees, their partner, and their dependents/children will have access to a confidential, professional counselling service to assist them to manage personal and work issues. The number of sessions available will be at the discretion of the CLC.
- 50.2 This service will be provided at no cost to employees, their partner and their dependants/children by the CLC. Employees will be able to access the service on paid time.

51. Vaccinations

- 51.1 The CLC will offer annual influenza vaccinations at no cost to all employees.
- 51.2 Employees, other than casual employees, can have the vaccination on paid time.

52. Disaster Support

- 52.1 Where an official disaster or emergency is declared that prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 52.2 Where flexible working arrangements are not appropriate, the CEO may grant paid special leave to an employee with regard to the scale and nature of the emergency. This leave may be approved retrospectively.

- 52.3 In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State, Territory and Commonwealth authorities.

53. Lactation and breastfeeding Support

- 53.1 An employee will be provided reasonable paid time during work hours for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 53.2 The CLC will facilitate discussion between individual employees and their manager or supervisor about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 53.3 The manager or supervisor and employee should discuss any flexible working arrangements that may be needed to support lactation. An employee with lactation needs may request flexible work arrangements under the NES (if eligible) or clause 16 this Agreement.

Part 7 – Consultation, Dispute Resolution and Union Delegates' rights

54. Consultation Over Change

- 54.1 This term applies if the CLC:
- 54.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - 54.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 54.2 For a major change referred to in subclause 54.1:
- 54.2.1 the CLC must notify the relevant employees of the decision to introduce the major change; and
 - 54.2.2 subclauses 54.3 to 54.9 apply.
- 54.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 54.4 If:
- 54.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 54.4.2 the employee or employees advise the CLC of the identity of the representative
- the CLC must recognise the representative.

54.5 As soon as practicable after making its decision, the CLC must:

54.5.1 discuss with the relevant employees:

- (I) the introduction of the change; and
- (II) the effect the change is likely to have on the employees; and
- (III) measures the CLC is taking to avert or mitigate the adverse effect of the change on the employees.

54.5.2 for the purposes of the discussion – provide, in writing, to the relevant employees:

- (I) all relevant information about the change including the nature of the change proposed; and
- (II) information about the expected effects of the change on the employees; and
- (III) any other matters likely to affect the employees.

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

54.7 The CLC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

54.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the CLC, the requirements set out in subclauses 54.2.1 and 54.3 to 54.5 are taken not to apply.

54.9 In this term, a major change is likely to have a significant effect on employees if it results in:

54.9.1 the termination of the employment of employees; or

54.9.2 major change to the composition, operation or size of the CLC's workforce or to the skills required of employees; or

54.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

54.9.4 the alteration of hours of work; or

54.9.5 the need to retrain employees; or

54.9.6 the need to relocate employees to another workplace; or

54.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

54.10 For a change referred to in subclause 54.1.2:

54.10.1 the CLC must notify the relevant employees of the proposed change; and

54.10.2 subclauses 54.11 to 54.15 apply.

54.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

54.12 If:

54.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

54.12.2 the employee or employees advise the CLC of the identity of the representative. The CLC must recognise the representative.

54.13 As soon as practicable after proposing to introduce the change, the CLC must:

54.13.1 discuss with the relevant employees the introduction of the change; and

54.13.2 for the purposes of the discussion, provide to the relevant employees:

(I) all relevant information about the change, including the nature of the change; and

(II) information about what the CLC reasonably believes will be the effects of the change on the employees; and

(III) information about any other matters that the CLC reasonably believes are likely to affect the employees; and

54.13.3 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).

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

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

54.16 In this term 'relevant employees' means the employees who may be affected by a change referred to in subclause 54.1.

55. Staff Consultative Committee

55.1 The CLC will establish a Staff Consultative Committee ('SCC') to provide a forum for consultation and communication between the CLC and employees. The SCC will operate according to terms of reference to be agreed.

- 55.2 Aboriginal employees will be encouraged to join the SCC. The terms of reference for the SCC must allow for any Aboriginal employee who nominates to join the SCC to become a member of the SCC at any time.
- 55.3 Members of the SCC may use the forum to raise and discuss significant matters affecting employees.
- 55.4 The SCC will be consulted regarding:
- 55.4.1 the application and implementation of this Agreement; and
 - 55.4.2 the development of policies, guidelines or procedures referred to in this Agreement.
- 55.5 Prior to the CLC making a decision:
- 55.5.1 on a new policy, guideline or procedure that relates to the provisions of this Agreement, or
 - 55.5.2 to change an existing policy, guideline or procedure that relates to the provisions of this Agreement, where that change would have a material impact on employees;
- the draft policy, guideline or procedure or change will be made available for consultation with the SCC for at least ten working days. This consultation aims to give the CLC an understanding of the views of employees on the effects that any new policy, guideline or procedure will have on them. The CLC will consider any comments or feedback and respond to the SCC prior to finalising the policy, guideline or procedure.

56. Freedom of Association

- 56.1 All employees are free to choose to join or not join a union. Whether they join a union or not, employees will not be disadvantaged or discriminated against in their employment.
- 56.2 Employees who choose to be members of a union have the right for their workplace rights to be represented by that union, subject to the terms of this Agreement and relevant legislation.

57. Union Delegates' Rights

- 57.1 This clause provides for the exercise of the rights of union workplace delegates as set out in section 350C of the Fair Work Act.
- 57.2 In this clause:
- 57.2.1 **workplace delegate** has the meaning given by section 350C(1) of the Fair Work Act;
 - 57.2.2 **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

- 57.2.3 **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the CLC.
- 57.2.4 Before exercising any entitlements under this clause, a workplace delegate must give the CLC written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the CLC with evidence that would satisfy a reasonable person of their appointment or election.
- 57.2.5 An employee who ceases to be a workplace delegate must give written notice to the CLC within 14 days.

Right of representation

- 57.3 A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- 57.3.1 consultation about major workplace change;
 - 57.3.2 consultation about changes to rosters or hours of work;
 - 57.3.3 resolution of disputes;
 - 57.3.4 disciplinary processes;
 - 57.3.5 enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining; and
 - 57.3.6 any process or procedure within an award, enterprise agreement or policy of the CLC under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 57.4 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under subclause 57.3. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 57.5 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

- 57.6 The CLC must provide a workplace delegate with access to or use of the following workplace facilities:
- 57.6.1 a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - 57.6.2 a physical or electronic noticeboard;

- 57.6.3 electronic means of communication ordinarily used in the workplace by the CLC to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- 57.6.4 a lockable filing cabinet or other secure document storage area; and
- 57.6.5 office facilities and equipment including printers, scanners and photocopiers.
- 57.7 The CLC is not required to provide access to or use of a workplace facility under subclause 57.6 if:
 - 57.7.1 the workplace does not have the facility;
 - 57.7.2 due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - 57.7.3 the CLC does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

Entitlement to reasonable access to training

- 57.8 The CLC must provide a workplace delegate with access to up to 5 days of paid time during ordinary working hours for initial training (on the workplace delegate being appointed or elected) and at least 2 days each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
 - 57.8.1 In each financial year, the CLC is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - 57.8.2 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (I) full-time or part-time employees; or
 - (II) regular casual employees.
- 57.9 Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- 57.10 The workplace delegate must give the CLC at least 5 weeks' notice (unless the CLC and the workplace delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 57.11 If requested by the CLC, the workplace delegate must provide the CLC with an outline of the training content.
- 57.12 The CLC must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access

to paid time during normal working hours to attend the training has been approved. The CLC must not unreasonably withhold such approval.

- 57.13 The workplace delegate must, within 7 days after the day on which the training ends, provide the CLC with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of entitlements under this clause

- 57.14 When exercising their entitlements under this clause, a workplace delegate must:

57.14.1 comply with their duties and obligations as an employee;

57.14.2 comply with the reasonable policies and procedures of the CLC, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of information and communication technology resources;

57.14.3 not hinder, obstruct or prevent the normal performance of work; and

57.14.4 not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

- 57.15 This clause does not require the CLC to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

- 57.16 This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

- 57.17 NOTE: Under section 350A of the Fair Work Act, the CLC must not:

57.17.1 unreasonably fail or refuse to deal with a workplace delegate; or

57.17.2 knowingly or recklessly make a false or misleading representation to a workplace delegate; or

57.17.3 unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

Interaction with other clauses of this Agreement

- 57.18 Other clauses of this Agreement may give additional or more favourable entitlements to workplace delegates. If an entitlement of a workplace delegate under another clause of this Agreement is more favourable to the delegate than an entitlement under this clause, the entitlement under the other clause applies instead of the entitlement under this clause.

58. Dispute Resolution

- 58.1 If a dispute relates to a matter arising under the Agreement, or the NES, this clause sets out the procedures to settle the dispute.

- 58.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. The CLC will recognise representatives and deal with them in good faith.
- 58.3 As a first step, 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 manager. Parties to the dispute may notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to reasonable proposals to resolve the dispute.
- 58.4 If discussions at the workplace level do not resolve the dispute, and all appropriate steps under subclause 58.3 have been taken, a party to the dispute may refer the matter to the Fair Work Commission.

58.5 The Fair Work Commission may deal with the dispute in 2 stages:

58.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

58.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(I) arbitrate the dispute; and

(II) make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

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

58.6.1 employees must continue to perform their work as they would normally prior to a dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

58.6.2 employees must comply with a direction given by the CLC to perform other available work at the same workplace, or at another workplace, unless:

(I) the work is not safe; or

(II) applicable work, health and safety legislation would not permit the work to be performed; or

(III) the work is not appropriate for the employee to perform; or

(IV) there are other reasonable grounds for the employee to refuse to comply with the direction.

- 58.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 58.8 Where the requirements of subclauses 58.1 to 58.4 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in subclause 58.2 or an employee required to provide evidence, will be granted paid time to attend any Fair Work Commission proceedings arising from referral of the matter in subclause 58.4.

Part 8 – Termination of Employment

59. Medical Assessment, Incapacity and Termination

Medical assessment

- 59.1 Where the CLC, acting reasonably, believes that the health of an employee is affecting their work performance, or the employee is unable to perform the duties of their role, the CLC may direct the employee to undergo a fitness for duty assessment or provide relevant medical evidence.

Termination on the grounds of incapacity

- 59.2 The CLC may, acting reasonably, terminate an employee's employment on the grounds of incapacity where:
- 59.2.1 a medical practitioner indicates that the employee has a medical condition which prevents them from performing the inherent requirements of their role; and
- 59.2.2 the employee is not on paid personal/carer's leave.
- 59.3 Where the CLC intends to terminate an employee on the grounds of incapacity, the employee will be given notice in writing. The employee will be given 7 days (or further time reasonably requested by the employee and agreed to by the CLC) to respond. The CEO will consider any such response received from the employee before deciding whether to terminate the employee's employment.

60. Notice of Termination

- 60.1 This clause does not apply to casual employees.
- 60.2 For the purposes of this clause only, a reference to continuous service is a reference to the relevant definition in the Fair Work Act.

Resignation and notice

- 60.3 An employee employed in a substantive Classification Level below SO A may resign from their employment by giving notice to the CLC as follows:

Employee's period of continuous service on the day they provide notice	Period of notice required
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

60.4 An employee employed in a Classification Level of SO A or a SES equivalent employee may only resign from their employment by giving the CLC 6 weeks' notice, regardless of their length of continuous service.

60.5 On receiving an employee's resignation, the CLC may tell the employee they do not require the employee to attend work for some or all of the notice period.

Failure to give required notice

60.6 If an employee does not give the notice required by subclauses 60.3 or 60.4, the CLC may withhold an amount of money due to the employee on termination. The amount withheld will not exceed the amount the employee would have been paid under this Agreement had they worked the required period of notice, less any period of notice actually given by the employee.

Notice of termination by the CLC

60.7 If the CLC terminates the employment of an employee for a reason other than serious misconduct, the CLC will provide notice and/or payment in lieu of notice to the employee as follows:

Period of employee's continuous service on the day notice is provided	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

60.8 If the employee is over 45 years old and has completed at least 2 years of continuous service with the CLC at the end of the day notice is given to the employee, the period of notice in the table in subclause 60.7 above is increased by one week.

60.9 Despite anything else in this clause, if the CLC terminates a fixed-term employee's employment before the end of their engagement because of a discontinuation or

reduction of external funding, the CLC will provide the employee with no less than 4 weeks' notice and/or payment in lieu of notice.

61. Redeployment and Redundancy

61.1 This clause does not apply to casual or fixed-term employees.

Redundancy/redeployment options

61.2 An employee's job is excess to requirements when:

61.2.1 Due to government funding approval constraints, technological or other changes in the work methods of the CLC, or structural or other changes in the nature, extent of the functions of the CLC, the services of the employee cannot be effectively used; or

61.2.2 The duties usually performed by the employee are to be performed at a different locality and the employee is unwilling to perform those duties at the new locality, and the CEO has determined that the provisions of this clause applies to that employee; or

61.2.3 The employee is included in a group of employees in the CLC, comprising a greater number than is necessary for efficient and economical operations.

61.3 In relation to an employee whose job is excess to requirements, the CEO may offer to:

61.3.1 reassign duties within the CLC, including and changing the place of work;

61.3.2 reduce the classification level of an employee on the grounds that the employee's job is excess to the requirements of the CLC at the higher classification level (the employee's salary may be maintained at the higher level for a maximum of 12 months, following which the reduced salary applies); or

61.3.3 move an employee (with their consent) within the CLC;

or the CEO may:

61.3.4 terminate the employment of an employee on the grounds that the employee's job is excess to requirements.

(together the "**Redundancy/redeployment options**").

CLC obligations prior to terminating employment of employee whose job is excess to requirements

61.4 When the CEO considers that an employee's job is excess to requirements, the CEO will advise the employee at the earliest practicable time.

61.5 As soon as possible thereafter, and before any decision is made to terminate the employee's employment, and subject to clause 54 (Consultation Over Change), a meeting will be held with the employee to discuss the Redundancy/redeployment options ('redundancy process'). The employee is entitled to be represented in the redundancy process by an employee representative.

Voluntary retrenchment

- 61.6 Before the conclusion of the redundancy process and with the agreement of the employee whose job is excess to requirements, the CEO may invite employees whose positions are not excess to requirements to nominate for voluntary retrenchment. Any nominations for voluntary retrenchment will only be considered where the employee whose job is excess to requirements is suitably qualified for the role that would be vacated and indicates they will accept it.
- 61.7 Subject to operational requirements, if a suitable voluntary retrenchment can be made to redeploy the employee whose job is excess to requirements, then:
- 61.7.1 before making any voluntary retrenchment the employee who proposes to be voluntarily retrenched ('**VR Employee**') must be provided information about his or her entitlement to redundancy pay under this clause, should he or she be voluntarily retrenched;
- 61.7.2 after giving the VR Employee that information, the CLC will give the VR Employee a notice offering voluntary retrenchment, which the VR Employee has one month to accept;
- 61.7.3 if the VR Employee accepts the offer of voluntary retrenchment then he or she will be given 5 weeks' notice of termination and/or pay in lieu; and
- 61.7.4 the employee whose job is excess to requirements will be redeployed to the vacant position.

Redundancy pay

- 61.8 An employee whose employment is terminated because their job is excess to requirements, or who successfully nominates to be voluntarily retrenched, is entitled to redundancy pay as set out in subclauses 61.9 to 61.11.
- 61.9 An employee's redundancy pay will be the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for the employee's ordinary hours of work:

Period of service	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
Greater than 4 years	2 weeks for each year of service up to a maximum of 48 weeks

- 61.10 Service for the purpose of calculating redundancy payments under this clause is continuous service with the CLC and continuous Government Service as defined in section 10 of the Long Service Leave Act.
- 61.11 An employee's redundancy pay will not include any allowances (except higher duties allowance where the employee has been receiving higher duties allowance for a continuous period of 12 months immediately before the date of termination), or any other separately identifiable amounts.

Attachment A - Classification Levels and Salary Rates

Classification Level	On commencement of this Agreement	From 14 December 2025 (3.8%)	From 14 December 2026 (3.4%)
CL 1/1	53,064	55,080	56,953
CL 1/2	53,699	55,739	57,634
CL 1/3	54,335	56,400	58,318
CL 1/4	54,971	57,060	59,000
CL 1/5	55,608	57,721	59,684
CL 2/1	56,945	59,109	61,118
CL 2/2	58,501	60,724	62,789
CL 2/3	60,044	62,326	64,445
CL 2/4	61,593	63,934	66,107
CL 2/5	63,143	65,543	67,771
CL 3/1	64,854	67,319	69,608
CL 3/2	66,569	69,098	71,448
CL 3/3	68,283	70,878	73,287
CL 3/4	69,998	72,658	75,129
CL 4/1	72,280	75,027	77,578
CL 4/2	74,349	77,174	79,798
CL 4/3	76,416	79,320	82,017
CL 4/4	78,485	81,468	84,238
CL 5/1	80,622	83,685	86,531
CL 5/2	83,056	86,212	89,143
CL 5/3	85,490	88,739	91,756
CL 6/1	87,077	90,386	93,459
CL 6/2	90,317	93,749	96,936

Classification Level	On commencement of this Agreement	From 14 December 2025 (3.8%)	From 14 December 2026 (3.4%)
CL 6/3	93,553	97,108	100,410
CL 6/4	96,790	100,468	103,884
CL 6/5	100,027	103,828	107,358
SO C/1	111,631	115,873	119,813
SO C/2	116,087	120,499	124,596
SO C/3	120,541	125,122	129,376
SO B/1	128,748	133,640	138,184
SO B/2	135,826	140,988	145,781
SO B/3	145,969	151,516	156,668
SO A	150,848	156,580	161,904

Attachment B - Supported Wage System

- 1 This attachment defines the conditions, which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

Eligibility criteria

- 2 Employees covered by this attachment will be those who are unable to perform the range of duties to the competence level required within the classification level for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 3 The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

- 4 In this attachment:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

Disability Support Pension means the Commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this Agreement for the classification level of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the **Supported Wage System Handbook**. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

Supported wage rates

- 5 Employees to whom this attachment applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 6 Provided that the minimum amount payable must be not less than the rate set by the Fair Work Commission in its annual minimum wage orders. Where an employee's assessed capacity is 10%; they must receive a high degree of assistance and support.

Assessment of capacity

- 7 For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
- 8 Assessment made under this attachment must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with *Social Security Act 1991* (Cth).

Other terms and conditions of employment

- 9 Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

Trial period

- 10 In order for an adequate assessment of the employee's capacity to be made, the CLC may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed (the '**Trial Period**').

- 11 During the Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 12 The minimum amount payable to the employee during the Trial Period must be not less than the rate set by the Fair Work Commission in its annual minimum wage order. Work trials should include induction or training as appropriate to the job being trialled.
- 13 Where the CLC and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 7 and 8 of this attachment.

IN THE FAIR WORK COMMISSION

Matter number:

AG2025/694

Applicant:

Central Land Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Lesley Turner, Chief Executive Officer, have the authority given to me by the Central Land Council to give the following undertaking with respect to the *Central Land Council Enterprise Agreement 2025 – 2027 (Agreement)*:

1. In relation to Clause 60.6 (Failure to give required notice), in withholding an amount of money due to the employee on termination, the CLC may only withhold money in respect of wages.
2. In relation to Clause 14, dealing with TIL:
 - a. Clause 14.5 is intended to prevent the CLC from requiring an employee to work in excess of their ordinary hours once they have reached the maximum amount of TIL permitted under Clause 14;
 - b. in December of each year, the CLC will issue a written reminder to employees with positive TIL accruals and encourage employees to make an application in accordance with Clause 14.11;
 - c. before or at the end of TIL year, the CLC will contact all employees with TIL accruals to propose dates (being dates prior to the end of April the following TIL year) to which the employees' TIL credits will be applied;
 - d. the TIL will be taken by the employee on those proposed dates, unless the employee applies to take the TIL credits on alternative dates (prior to the end of April the following TIL year), in which case the CLC will not unreasonably refuse to agree to the alternative dates;
 - e. this undertaking prevails to the extent of any inconsistency with Clause 14.11 and 14.12 of the Agreement.

This undertaking is provided on the basis of the issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	14 April 2025
Signature:	