

**Environment Centre NT  
Enterprise Agreement 2011-14**

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**1 TITLE**

1.1 This Agreement shall be known as the Environment Centre NT Enterprise Agreement 2012.

**2 ARRANGEMENT**

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**3 PREVIOUS AWARD SUPERSEDED**

- 3.1 Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.
- 3.2 No right, obligation or liability incurred under such previous awards or other agreements will be affected.
- 3.2 In relation to protected award conditions, this agreement expressly excludes all conditions of the Social, Community, Home care & Disability Award 2010 and Clerks – Private Sector Award 2010, unless otherwise mentioned within.

**4 PARTIES BOUND**

- 4.1 This Enterprise Agreement (“Agreement”) is made in accordance with the requirements of the *Fair Work Act 2009* (Cth) (“the Act”) between Environment Centre NT, (ABN 12 094 525 400), of Unit 3, 98 Woods Street Darwin Northern Territory 0800, (“Environment Centre NT”) and the employees of Environment Centre NT employed within the classifications set out in this Agreement and carry out their employment at the premises of Environment Centre NT as described within this Agreement (“the Employees”).
- 4.2 This Agreement is not binding on the person appointed by the Board of Directors to the role of Chief Executive.

**5 LOCALITY**

- 5.1 This Agreement shall apply throughout the Northern Territory.

**6 TERM OF OPERATION**

- 6.1 This Agreement comes into operation on the seventh day after the date of approval by Fair Work Australia.
- 6.2 The nominal expiry date of this Agreement is 4 years after the Agreement takes effect.

**7 TERM OF EMPLOYMENT**

- 7.1 Full time employees are defined as those who are employed on a weekly basis and work ordinary hours of 38 hours per week.
- 7.2 Fulltime employees accrue annual leave and personal leave.
- 7.3 Part time employees are defined as those who are employed on a weekly basis with ordinary hours of work less than 38 hours per week.
- 7.4 Part time employees shall be entitled to annual leave and personal leave on a pro-rata basis according to their average ordinary hours of work
- 7.5 A casual employee is an employee engaged and paid as a casual employee and is generally engaged for short term, irregular or seasonal work and is paid by the hour.

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- 7.6 A casual employee does not accrue paid annual leave, personal leave or compassionate leave and is not entitled to public holidays.
- 7.7 A casual employee receives a 25% loading in lieu of these benefits.
- 7.8 From time to time a casual employee may be rostered on a regular basis but such roster does not provide an entitlement to regular or continuous work.
- 7.9 New Employees will be advised of the status of their employment prior to commencing work with Environment Centre NT.

**8 REMUNERATION**

- 8.1 All rates of pay will be increased by a minimum of 2.5 per cent in July of each year during the term of this agreement.
- 8.2 The classifications and rates of pay are set out in Appendix A
- 8.3 At no stage will rates of pay be less than those set by the Fair Work Australia.
- 8.4 Junior rates will be based on the following percentages

<b>Junior Rates</b>	<b>% of ECNT 2.1</b>
At 17 years of age or Under	70%
At 18 years of age	80%
At 19 years of age	90%

- 8.5 The ordinary rate of pay is inclusive of payments for all monetary allowances.
- 8.6 Employees shall receive a flat rate of pay which will be above the minimum rates of pay for their classification as prescribed in the applicable Australian Fair Pay Scale.
- 8.7 The rate of pay will be agreed upon between the employer and employee upon commencement of employment and is deemed to provide adequate compensation for any penalty, overtime provisions and allowances that would ordinarily apply.
- 8.8 Generally employees are not required to work additional hours.
- 8.9 Taking into account the above flat rate of pay and other flexible provisions in this agreement, employees accept that their rate of pay is reasonable and fair for the position in which they are classified.
- 8.10 The casual hourly rate is inclusive of all penalties, allowances and overtime and includes a 25% loading.
- 8.11 The casual loading referred to in clauses 7.7 and 8.9 shall be transitioned to over the following four (4) years in accordance with the following scale

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<b>Date</b>	<b>Per cent</b>
1 <sup>st</sup> July 2011	22%
1 <sup>st</sup> July 2012	23%
1 <sup>st</sup> July 2013	24%
1 <sup>st</sup> July 2014	25%

**9 DUTIES AND RESPONSIBILITIES**

9.1 Each employee covered by this Agreement must:

- (a) carry out all lawful and reasonable instructions.
- (b) serve Environment Centre NT faithfully, efficiently and diligently and exercise all due care and skill in the performance of the employment.
- (c) Work to achieve the Mission, Objectives and Actions in any relevant Strategic Plan, Annual Plan or work plan of the Environment Centre that are in force
- (d) Carry out their work according to the values of the Environment Centre NT as stated in relevant organisational documents
- (e) refrain from acting or giving the appearance of acting contrary to the interests of Environment Centre NT.
- (f) not solicit or attempt to persuade any clients of Environment Centre NT to use the services of any other business.
- (g) keep confidential all know how and trade secrets acquired during the employment with Environment Centre NT, including, but not limited to, techniques, product information, client lists and any other information which is confidential to Environment Centre NT.
- (h) carry out any other duties reasonably required by Environment Centre NT that are consistent with the employees' respective skills and abilities.

9.2 Employees must diligently and faithfully perform all the duties and responsibilities which the Environment Centre NT gives them.

9.3 Employees will be required to meet organisation standards on all occasions. This may include organisation standards in relation to job performance, customer service, appearance and grooming, and all policy and procedures that have been made and varied with the consultation of employees.

9.4 All employees are provided with a position description on commencement of employment which outlines their job title, classification and level.

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**10 PERFORMANCE & CAREER DEVELOPMENT**

- 10.1 Staffs appraisals are the mechanism by which the Environment Centre NT ensures its employees are consistently performing their duties to a high level of competency, in keeping with the aims and philosophy of the Environment Centre NT.
- 10.2 Appraisals are conducted during the probationary period, annually and at management discretion as needed and focus on current performance and future performance goals.

**11 HOURS OF WORK**

- 11.1 The hours of work for employees are an average of thirty-eight (38) hours per week, plus reasonable additional hours, between 8.00am and 8.00pm, Monday to Friday.
- 11.2 An employees' ordinary hours will not exceed an average of seventy-six (76) hours per fortnight, although the actual hours worked may vary from week to week.
- 11.3 The minimum ordinary hour's engagement shall not be less than two (2) and shall not exceed twelve (12) hours in any one day and not be in excess of six (6) days in any one week, unless mutually agreed by the employee and employer in advance.
- 11.4 A shorter period of engagement may be negotiated to suit a particular circumstance.
- 11.5 'Engagement' for the purpose of this clause shall be deemed to be the period or periods for which the employer notified the employee that he or she is so required to attend on any one day.
- 11.6 Provided that, each period of engagement shall stand alone.
- 11.7 A casual employee's period of engagement may be terminated by one hours notice prior to engagement by the employer or the employee or by payment or forfeiture of one hours pay.

Flexibility to manage work life balance

- 11.8 Employees may negotiate particular working patterns to meet personal preferences, work and family commitments.
- 11.9 This flexibility is negotiated taking into consideration operational requirements as well as the individual employee needs.
- 11.10 Hours of work negotiated under preferred hours arrangements are paid at the ordinary rate of pay and are not subject to penalties or allowances.

Probationary Period

- 11.11 All employees will be on probation for the first three (3) months of employment.
- 11.12 During this period the employer will assess the employees work performance.
- 11.13 At any time during the probationary period the employer may terminate the employee's employment by giving them one week notice.

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11.14 During probation an employee may terminate their employment by providing the same notice.

**12 REASONABLE ADDITIONAL HOURS**

- 12.1 Employees may be offered to work reasonable additional hours from time to time to complete the tasks at hand.
- 12.2 Any hours in excess of the employees planned ordinary hours per week or thirty-eight (38) ordinary hours per week averaged over a twelve (12) month period, are considered reasonable additional hours.
- 12.3 It is not compulsory for employees to work reasonable additional hours.
- 12.4 All reasonable additional hours will be paid at the ordinary rate of pay.
- 12.5 All reasonable additional hours must be approved for in advance by management.
- 12.6 An employee may elect to take time off in lieu of payment for additional hours worked.
- 12.7 Any hours above or outside the ordinary hours of work, or above the thirty-eight (38) hours per week, or one hundred and fifty-two (152) hours in any four (4) weeks, over a twelve (12) month period, would be considered reasonable additional hours.

Reasonableness

- 12.8 Where necessitated by operational requirements, a manager may request an employee to work reasonable additional hours in addition to their ordinary hours.
- 12.9 An employee may refuse to work reasonable additional hours in circumstances where the working of such additional hours would be unreasonable having regard to:
  - i. any risk to the employee's health and safety;
  - ii. the employee's personal circumstances including family responsibilities;
  - iii. the needs of the workplace or enterprise;
  - iv. the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it;
  - v. whether the additional hours are on a public holiday;
  - vi. the number of hours worked by the employee over the four weeks ending immediately before the request to work the additional hours; and
  - vii. any other relevant matter.
- 12.10 In determining an employee's availability to work reasonable additional hours management will consult with individually and determine with the employee if the request is reasonable.

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**13 TIME OFF IN LIEU**

- 13.1 Employees will on occasion need to work in excess of their ordinary hours in order to meet the requirements of the business that can not be finalised within normal working hours for which Time Off in Lieu (TOIL) may be granted.
- 13.2 Time in lieu for additional hours may be granted in accordance with the Environment Centre NT Time Off in Lieu (TOIL) employee Policies and Procedures.
- 13.3 Employees may accrue up to 38 hours TOIL and must seek approval to accrue further amounts.
- 13.4 Time off in lieu will be taken at the ordinary rate – that is for every hour worked, one hour shall be taken.
- 13.5 Time off in lieu must be taken at the earliest possible convenience to the business and with mutual agreement.
- 13.6 The employer may direct the employee to take accrued time off in lieu, providing twenty-four (24) hours notice is given.
- 13.7 Time off in lieu can only be accrued for a maximum of twelve (12) weeks, at which time the employer, unless otherwise arrange, will payout the time in lieu at the ordinary rate of pay.

**14 MEAL BREAK**

- 14.1 Employees are entitled to a meal break of not less than thirty (30) minutes or longer than one (1) hours duration ( which will be unpaid time during which time no entitlement to salary or wages shall arise) which should be taken between 12:00 and 2:00 pm or as is convenient to the operation of the business.
- 14.2 It will be the employee's responsibility to avail themselves of a meal break.
- 14.3 In addition to the break prescribed above, after working 9 hours in any one day, Employees are entitled to a further twenty (20) minutes paid break.

**15 REST BREAK**

- 15.1 Employees are entitled to a rest break of not less than ten (10) minutes, twice a day.
- 15.2 The taking of rest breaks is by agreement with the employer and employee.
- 15.3 The taking of the rest breaks is preferably with one (1) rest break either side of the meal break.

**16 PAYMENT OF WAGES**

- 16.1 All wages shall be paid fortnightly by bank deposit.
- 16.2 Payment by electronic funds transfer will be made to a financial institution as nominated in writing by the employee.

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- 16.3 Where due notice of termination of employment as prescribed herein, has been given, all moneys which are due shall be paid to the employee at the earliest possible convenience to the business.
- 16.4 It is the employee's obligation to provide their correct banking details and advise promptly if there are any changes to those details.

**17 PUBLIC HOLIDAYS**

- 17.1 All full time and part time employees will be entitled to the following public holidays without loss of pay if they would have ordinarily have worked that day:
- 17.2 For the purpose of this clause, the following days, unless substituted by or under a law of the State or Territory in which the relevant Employee is principally engaged to perform work, shall be Public Holidays:
- i. New Year's Day;
  - ii. Australia Day;
  - iii. Good Friday;
  - iv. Easter Monday;
  - v. ANZAC Day;
  - vi. May Day
  - vii. Show Day
  - viii. Picnic Day
  - ix. Christmas Day;
  - x. Boxing Day;
  - xi. the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory in which the relevant Employee is principally engaged to perform work); and
  - xii. any other day declared to be a public holiday by or under a law of the State or Territory in which the relevant Employee is principally engaged to perform work.
- 17.3 Generally, employees will not be asked to work on a public holiday.
- 17.4 If an employee works on a public holiday, the employee will receive the equivalent amount of time off in lieu to be taken at a mutually agreed time for each hour worked on a public holiday.
- 17.5 Casual employees are paid at their ordinary rate of pay only for those hours worked on a public holiday.

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- 17.6 If an Employee is absent from work on either or both the working day(s) immediately before or the working day after a Public Holiday, the Employee will be required to substantiate his/her absence(s) from work with either a medical certificate or statutory declaration.

**18 ANNUAL LEAVE**

- 18.1 Full time employees will be entitled to a minimum of five (5) weeks (twenty-five (25) days) annual leave for each completed year of service.
- 18.2 Part time employees will accrue annual leave on a pro-rata basis.
- 18.3 Annual leave accrues for each completed four week period of continuous service.
- 18.4 If, during the period of an employee's annual leave, a public holiday is observed on a day that would have been an ordinary working day for the employee, there shall be added to the period of the employee's annual leave time equal to the ordinary time that the employee would have worked if that day had not been a public holiday.
- 18.5 Annual leave shall be taken at a time agreed between an employer and employee or fixed by the employer within a period not exceeding twenty-four (24) months after the date when the right to annual leave accrued and after not less than four (4) weeks notice to the employee.
- 18.6 Annual Leave is paid at the ordinary flat hourly rate.
- 18.7 In addition to normal salary payment for annual leave, an employee will be entitled to annual leave loading. Annual leave loading will be calculated at 17.5% of the taxable annual leave salary payment.

Cash up of Annual Leave

- 18.8 Employees may request to cash out up to two weeks of their credited annual leave entitlement every twelve (12) months (or the pro-rata equivalent for part-time employees), provided there is a safety net of four (4) weeks annual leave remaining immediately after the cash up.
- 18.9 A request to cash out annual leave must be in writing.

Annual leave at half pay

- 18.10 By agreement with the employer, an employee may request to take annual leave at half pay.
- 18.11 Annual leave at half pay will enable the employee to access additional leave to assist in balancing work and family obligations.
- 18.12 In considering this request for annual leave at half pay, regard must be had to the operational requirements of the workplace.

Sickness on Annual Leave

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- 18.13 An employee who is incapacitated due to illness or injury for five (5) or more continuous days while on annual leave may apply for personal leave for this period of illness.
- 18.14 If personal leave is granted, the employee's personal leave credits may be debited and his/her annual leave credited for such time.
- 18.15 The employee must provide satisfactory medical evidence to the management in respect of the period of illness or incapacity.

Casual

- 18.16 Casual employees are not entitled to annual leave.

**19 PERSONAL LEAVE**

- 19.1 Full time employees are entitled to two (2) weeks (ten (10) days) of personal leave per annum as per the National Employment Standards of the Fair Work Act 2009.
- 19.2 Personal leave will be paid at the ordinary flat rate of pay and will be available to an employee when they are absent due to:
- i. personal illness or injury (sick leave); or
  - ii. for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave).
- 19.3 A further two (2) days of unpaid carer's leave per occasion will be available in the event of an unexpected emergency for employees who have exhausted their personal leave entitlement or are casual.
- 19.4 Employees shall inform the employer of their inability to attend for duty prior to the commencement of the shift, as far as practicable, state the nature of the illness or incapacity and the estimated duration of the absence.

Evidence

- 19.5 The employer requires a medical certificate if the employee is absent on personal leave for two (2) or more days.
- 19.6 The employer also reserves the right to ask for a medical certificate for any single (1) day absence in excess of three (3) days per year.
- 19.7 An employee cannot use annual leave credits for personal leave purposes until all personal leave credits are exhausted.
- 19.8 Casual employees are not entitled to personal leave.

**20 COMPASSIONATE LEAVE**

- 20.1 The employee shall be entitled to a maximum of four (4) days' leave without loss of pay, for each occasion, and on the production of satisfactory evidence if required by the employer,

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where a member of the employee's immediate family or household has a personal illness or injury that poses a serious threat to his or her life, or dies.

20.2 Casual employees are not entitled to compassionate leave.

**21 MATERNITY LEAVE**

21.1 An employee, with at least eighteen (18) months continuous service immediately prior to commencing maternity leave, will be entitled to eighteen (18) weeks payment for maternity leave (eligibility test).

21.2 Eligible employees being the primary carer of a new child (mother for a birth child and either parent for adopted child), will receive a top up payment which would be the difference between the Government Paid Parental Leave Scheme Payment and the eligible employees ordinary wages.

21.3 This top up payment will be made in conjunction with the Government Paid Parental Leave Scheme up to a maximum of eighteen (18) weeks.

21.4 Payments will continue to be made in accordance with the scheduled payroll.

21.5 The employee will notify the Environment Centre NT at least ten (10) weeks in advance of the anticipated commencement of maternity leave and identify their expected confinement date and the total period of leave to be taken.

21.6 Return from maternity leave must be notified in writing providing the Environment Centre NT with at least six (6) weeks notice.

21.7 The Environment Centre NT may require the employee to provide a medical certificate stating that the employee is pregnant and the expected date of birth.

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

21.9 Where an employee continues to work within the six (6) weeks immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the Environment Centre NT may require the employee to provide a medical certificate stating that she is fit to work her normal duties.

21.10 Where the pregnancy of an employee terminates after twenty-eight (28) weeks and the employee has not commenced maternity leave, the employee may take Compassionate, Annual or unpaid leave.

21.11 The Environment Centre NT may require the employee to provide appropriate medical certification when applying for leave under clause 21.10

21.12 Where leave is granted under clause 21.10 during the period of leave an employee may return to work at any time, as agreed between the Environment Centre NT and the employee.

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21.13 Where an employee has not yet commenced maternity leave and suffers from an illness related to the pregnancy, the employee may be granted paid personal leave to which she is entitled and further unpaid leave.

21.12 Casual employees are not entitled to maternity leave.

**22 PATERNITY LEAVE**

22.1 An employee, with at least eighteen (18) months continuous service immediately prior to commencing paternity leave, will be entitled to two (2) weeks paid paternity leave.

22.2 An employee will notify the Environment Centre NT at least ten (10) weeks in advance of the date of commencement of paternity leave and the period of leave to be taken.

22.3 The Environment Centre NT may require the employee to provide appropriate certification of the birth of the child.

22.4 Casual employees are not entitled to paternity leave.

**23 PARENTAL LEAVE**

23.1 Parental leave is up to fifty-two (52) weeks of unpaid leave which enables an employee to give birth to a child and care for the new born or newly adopted child.

23.2 Parental leave includes maternity, paternity or adoption leave.

23.3 Parental Leave is available for employees who have been employed by the Environment Centre NT on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months.

23.4 An Employee who does not qualify for the fifty-two (52) weeks of unpaid leave (at least twelve (12) months continuous service - NES) but does qualify for the Paid Parental Leave (PPL) scheme administered by the Family Assistance Office (FAO) shall be entitled to unpaid leave for the same period as the PPL scheme is being paid to the Employee (maximum eighteen (18) weeks).

23.5 Both parents cannot be on leave at the same time, other than two (2) week of leave at the time of the birth or adoption.

23.6 The amount of unpaid parental leave is reduced by any amount of other leave taken (including paid maternity, paternity, personal or annual leave) by either parent.

23.7 The Environment Centre NT believes that flexibility in return to work options for parental leave can be an effective means to help employees achieve a healthy work and family balance.

23.8 The Environment Centre NT therefore is committed to helping an employee make the transition back into the workplace as smoothly as possible by conferring with the employee to agree on the most appropriate working arrangements that will benefit both the divisional requirements of the Environment Centre NT and the requirements of the employee.

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**24 LONG SERVICE LEAVE**

- 24.1 Employees are entitled to long service leave as per the Northern Territory Long Service Leave Act as amended from time to time.
- 24.2 The employer and employee agree that when an employee becomes entitled to long service leave, the entitlement will be taken within six (6) months of the entitlement accruing.

**25 STUDY LEAVE**

- 25.1 Full time employees are entitled to two (2) weeks (ten (10) days) of paid study leave, examinations or professional development per annum.
- 25.2 The employer shall approve the relevant course of study and or professional development to be undertaken by the employee.
- 25.3 Leave to attend a relevant course of study, examinations and / or professional development under this provision does not accrue if not taken and will not carry over to the following year.

**26 RELIGIOUS AND CULTURAL LEAVE**

- 26.1 An employee shall be entitled to three (3) days paid leave in a calendar year for the purposes of observing religious or cultural events or ceremonies.
- 26.2 This religious or cultural leave shall be in addition to all other forms of leave.
- 26.3 The employer on receiving a request for religious or cultural leave may request the employee to provide evidence in support of the request for leave.
- 26.4 The employer may refuse religious or cultural leave if the evidence provided does not disclose a bona fide religious or cultural event.
- 26.5 Religious and cultural leave does not accrue if not taken and will not carry over to the following year.

**27 CEREMONIAL LEAVE**

- 27.1 Ceremonial leave without pay may be granted, with approval of the Executive Officer, to an employee of Aboriginal or Torres Strait Islander descent:
- i. for ceremonial purposes connected with the death of a member of the immediate family or extended family and is in addition to the provisions of Compassionate Leave; or
  - ii. for other ceremonial obligations under Aboriginal and Torres Strait Islander law and tradition.
- 27.2 The maximum period of ceremonial leave that may be granted to an employee is ten (10) days in any calendar year.

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**28 LEAVE WITHOUT PAY**

- 28.1 The employer may at its discretion grant leave without pay for a purpose not otherwise provided for in this agreement or as an extension to a provision in this agreement on such terms and conditions as it deems warranted.
- 28.2 The granting of leave without pay does not break the employee's continuity of service with the employer.
- 28.3 An employee on leave without pay will not accrue leave entitlements or benefits of any kind.
- 28.4 An employee on a fixed term contract of employment shall not be entitled to leave without pay beyond the date upon which the term of employment expires.

**29 JURY SERVICE**

- 29.1 An employee (other than a casual employee) required to attend jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service, and the amount the employee would have received if the employee had worked.
- 29.2 An employee required to attend jury service will:
- i. Notify the employer as soon as possible of the date(s) upon which the employee is required to attend jury service;
  - ii. Give the employer proof of attendance and the duration of the attendance; and
  - iii. Give the employer proof of the amount received by the employee for the jury service.

**30 SUPERANNUATION**

- 30.1 The Environment Centre NT will make superannuation contributions as per the Superannuation Guarantee Act to the fund of the employee's choice.
- 30.2 If the employee does not nominate a superannuation fund then the contributions will default to the employer's nominated fund.

**31 SALARY SACRIFICE**

- 31.1 Employees are encouraged to consider salary sacrifice in accordance with the salary sacrifice policy.
- 31.2 The Environment Centre NT will provide the direct debit facilities for this to take place, subject to being affordable.

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**32 TRANSITION TO RETIREMENT**

- 32.1 Employees are encouraged to consider transition to retirement in accordance with the salary sacrifice policy.
- 32.2 The Environment Centre NT will provide the direct debit facilities for this to take place, subject to being affordable.

**33 TERMINATION OF EMPLOYMENT**

- 34.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Up to a 1 year	at least 1 week
1 year and up to the completion of 3 years	at least 2 weeks
3 years and up to the completion of 5 years	at least 3 weeks
5 years and over	at least 4 weeks

- 34.2 In addition to the notice hereof, employees over forty-five (45) years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 34.3 Payment in lieu of the notice prescribed in the above two paragraphs hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified in part payment in lieu thereof.
- 34.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated shall be used.
- 34.5 The periods of notice referred to will not apply in the case of serious misconduct that justifies instant dismissal including theft, fraud or assault. In the event of instant dismissal, wages will be paid up to the time of dismissal only.

**34 REDUNDANCY**

- 34.1 This clause applies only to full-time and part-time Employees.
- 34.2 Subject to the exceptions outlined below, if Environment Centre NT terminates an Employee's employment because of redundancy, then in addition to the required period of notice provided in this Agreement the affected Employee will be entitled to a severance payment based upon the period of the Employee's continuous service with Environment Centre NT, as at the time of termination. The particular payment is to be determined from the following table:

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Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 34.3 A severance payment will not be payable in any of the following circumstances:
- i. If an Employee's period of continuous service with Environment Centre NT is less than 12 months.
  - ii. Environment Centre NT does not employ 15 or more employees at the earlier of the following times:
    - a. the time the Employee is given notice of the redundancy;
    - b. immediately prior to the Employee's employment being terminated.
  - iii. The Employee's employment is terminated as a consequence of misconduct, performance issues, negligence, abandonment, neglect or refusal of duty, or voluntary resignation by the Employee at any time prior to the expiry of the notice of redundancy.
  - iv. The Employee's employment is terminated due to the ordinary and customary turnover of labour, such as, but not limited to, circumstances in which Environment Centre NT loses a contract, upon which the continuing employment of certain Employees with Environment Centre NT, is reliant.
  - v. Environment Centre NT is required, as part of the Federal Government's initiatives on Climate Change (or for any other Government policy or legislative reason), to cease or reduce production (or alter the provision of its goods and services in anyway), which results in Environment Centre NT terminating the position of an Employee, terminating

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the employment of an Employee or changing an Employee's role (even if the role is substantially different to the Employee's current role). If an Employee's role is changed under these circumstances, Environment Centre NT will provide the relevant Employee with relevant training to equip the Employee to undertake the revised role and will pay the Employee, a comparable salary to their former position.

- vi. If Environment Centre NT offers the Employee alternative employment or obtains an offer of alternative employment from another employer and in the opinion of Environment Centre NT, the Employee unreasonably declines to accept such an offer.
- vii. Where the business of Environment Centre NT is transmitted from Environment Centre NT to another employer (the "transmittee"), in any of the following circumstances:
  - a. where the Employee accepts employment with the transmittee which recognises the Employee's period of continuous service with Environment Centre NT to be continuous service with the transmittee; or
  - b. where the Employee rejects an offer of alternative employment with the transmittee.
- viii. The Employee is a casual Employee.
- ix. The Employee is a trainee or apprentice.
- x. The Employee is an Employee engaged for a specified period of time or for a specified task or tasks.
- xi. The Employee is serving a period of probation or minimum employment period.
- xii. The Employee is a seasonal Employee.
- xiii. The Employee is a daily or weekly hire employee, whose employment is subject to seasonal factors and production workloads.

### 34.4 In this Agreement:

- i. "**weeks' pay**" means the Employee's ordinary hourly rate of pay multiplied by the Employee's Ordinary Hours (as it relates to the Employee's employment status) for a week and shall exclude: overtime; penalty rates; disability allowances; shift allowances; special rates; fares and travelling time allowances; bonuses; superannuation; car allowances and any other ancillary payments; as well as the value of any Company vehicle provided to the Employee.
- ii. "**redundancy**" means circumstances where, an Employee's employment is terminated at Environment Centre NT's initiative, because Environment Centre NT no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

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**35 DISPUTE RESOLUTION PROCEDURE**

- 35.1 The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.
- 35.2 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
- i. the employee and their supervisor meeting and conferring on the matter; and
  - ii. if the matter is not resolved at such a meeting, the parties will arrange for further discussions between the employee and his or her nominated representative, if any, and more senior levels of management.
  - iii. if the matter is still not resolved a discussion will be held between representatives of the employer and the employees or their representative.
  - iv. if the matter cannot be resolved it may be referred to an independent mediator or the Fair Work Australia for action.
- 35.3 While the parties attempt to resolve the matter work will continue as normal and the employee must comply with any reasonable direction given by the employer to perform other available work, either at the same workplace or at another workplace, unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

**36 CONFLICT OF INTEREST**

- 36.1 While employed with the Environment Centre NT continues, the employee agrees to devote the whole of the employee's working time to the completion of the employee's duties, and the employee agrees that the employee will not, without the prior written consent of the Environment Centre NT, either directly or indirectly, be engaged or involved in any other work that may conflict with the employee's obligations to perform the duties of the employee's job.
- 36.2 This clause covers any personal interest the employee may have in an affiliated association of Environment Centre NT.

**37 CONFIDENTIALITY**

- 37.1 The employee will treat all confidential information as strictly confidential and will not disclose any confidential information to any person, firm, association or other body unless previously and expressly authorised in writing by the Employer.
- 37.2 The employee shall hold all transactions, records and information pertaining to the business of the Environment Centre NT in strict confidence, both during the period of employment and also after termination of employment relationship.
- 37.3 The employee will not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business of the Employer.

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**38 NO CLAIMS DURING THE NORMAL PERIOD OF THIS AGREEMENT**

38.1 The Employees agree that they will not pursue any claims against Environment Centre NT in respect of their employment during the nominal period of this Agreement.

**39 MULTIPLE BENEFITS**

39.1 Where a situation arises in which an Employee is entitled to receive more than one benefit, the Employee will be entitled to receive only one of those benefits.

39.2 The benefit which will be paid to the Employee in such situation will be that which provides the greatest financial benefit to the Employee.

39.3 For example, if the Employee is required to work shift work, on a Sunday, which also happens to be a Public Holiday, the Employee will be paid the greater of the three penalty rates, not all three.

**40 FLEXIBILITY TERM**

40.1 Notwithstanding any other provision of this Agreement, the Environment Centre NT and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Environment Centre NT and the individual Employee (**Individual Flexibility Agreement**).

40.2 The terms of this Agreement that Environment Centre NT and the individual Employee may agree to vary the application of are:

- i. Arrangements about when work is performed
- ii. Overtime rates
- iii. Penalty rates
- iv. Allowances
- v. Leave loading

40.3 The Individual Flexibility Agreement between Environment Centre NT and the individual Employee must:

- i. be confined to a variation in the application of one or more of the terms listed in this clause;
- ii. state each term of this Agreement that Environment Centre NT and the individual Employee have agreed to vary;
- iii. detail how the application of each term has been varied by agreement between Environment Centre NT and the individual Employee;
- iv. not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment;

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- v. require the Employer to ensure that any Individual Flexibility Agreement must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
- vi. require Environment Centre NT to ensure that an Individual Flexibility Agreement must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
- vii. require Environment Centre NT to ensure that any Individual Flexibility Agreement agreed to must result in the Employee being better off overall than the Employee would have been if no Individual Flexibility Agreement were agreed to;
- viii. genuinely be made without coercion or duress;
- ix. be in writing, name the parties to the Individual Flexibility Agreement and be signed by Environment Centre NT and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- x. require Environment Centre NT to give the individual Employee a copy of the Individual Flexibility Agreement and keep the Individual Flexibility Agreement;
- xi. require Environment Centre NT to ensure that any Individual Flexibility Agreement must be able to be terminated by Environment Centre NT or the individual Employee giving four weeks' notice of termination in writing, to the other party, or at any time by agreement in writing by Environment Centre NT and the individual Employee; and
- xii. state the date the Individual Flexibility Agreement commences to operate.

**41 CONSULTATION**

- 41.1 Where Environment Centre NT has made a definite decision to introduce major workplace changes in production, organisational structure or technology that are likely to have Significant Effects on Employees, Environment Centre NT will:
- i. notify the Employees who may be affected by the proposed changes and their representatives, if any;
  - ii. discuss the introduction of any changes with the Employees who may be affected by the proposed changes and their representative, if any;
  - iii. consider the matters raised by the Employees and/or their representatives as soon as practicable.
- 41.2 **“Significant Effects”** means the termination of employment, major changes in the size of Environment Centre NT's workforce; the need for transfer of Employees to other locations; and the substantial restructuring of jobs.
- 41.3 Provided that where this Agreement makes provision for alteration of any of these matters that alteration is deemed not to be a Significant Effect.

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**42 OCCUPATIONAL HEALTH & SAFETY**

42.1 Employees agree to:

- i. take care for their own safety and the safety of others who may be affected by what they do or do not do in performing their work;
- ii. co-operate with Environment Centre NT on health and safety matters;
- iii. follow the emergency procedures applicable to the area in which they are working; and
- iv. report any accidents, hazards or sub-standard conditions arising in the workplace to their manager.

42.2 Employees agree that they will advise Environment Centre NT of any drugs or medication they are taking which may affect their ability to work safely.

**43 INSPECTION OF PERSONAL PROPERTY**

43.1 Environment Centre NT may, through its officers, employees or delegates, inspect Employees' personal property (including bags, lockers and pockets) on Company premises, at any time, as part of an investigation into an Employee's performance or conduct, as well as for security, safety and other related reasons.

**44 LICENCE**

44.1 If it is a requirement of an Employee's employment that they hold a current licence or permit to drive or operate, an Employee must notify Environment Centre NT immediately if charged with any offence in relation to the operation of or if his/her licence is suspended or cancelled.

44.2 The suspension or cancellation of an Employee's licence will allow Environment Centre NT to terminate the relevant Employee's employment without notice.

**45 DRUG AND ALCOHOL TESTING**

45.1 The Employees agree that they will not bring any alcohol onto work sites, will not consume alcohol on work sites or during work hours (even whilst off site).

45.2 The Employees agree that they will not use any drugs during working hours (whether on or off site) or bring any drugs onto work sites, unless those drugs are properly prescribed by a medical practitioner with respect to a diagnosed medical condition.

45.3 The Employees agree that an Employee will inform Environment Centre NT if the relevant Employee is taking any prescribed medicines which may affect or impair the Employee's ability to work safely.

45.4 In particular, the Employee will inform Environment Centre NT of any potential impairment to the Employee's ability to safely operate machinery or other such equipment.

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- 45.5 The Employees agree to submit to incident related, or planned drug and alcohol testing at any time as directed by Environment Centre NT.
- 45.6 The Employees agree that an Employee submitting to a drug and alcohol test will take whatever action is necessary to ensure that the medical practitioner or testing facility's report can be provided to Environment Centre NT.
- 45.7 In that respect, the Employees agree that an Employee submitting to a drug and alcohol test will sign any authority that the medical practitioner or testing facility may require from the Employee, before releasing the information to Environment Centre NT.

**46 RECOVERY OF OVERPAYMENT**

- 46.1 Environment Centre NT may recover any previous overpayment of an Employee's salary by making a deduction (or deductions) from any monies due to be paid to the Employee.
- 46.2 Such deductions will not exceed twenty (20) per cent of the Employee's pay on each occasion.

**47 SUSPENSION**

- 47.1 Environment Centre NT may direct an Employee to not attend work and not to undertake any of the Employee's work duties at any time, provided that Environment Centre NT provides the Employee with payment at the Employee's ordinary rate of pay during the period of suspension.
- 47.2 The circumstances in which Environment Centre NT may give the Employee such a direction include, but are not limited to, circumstances in which Environment Centre NT is carrying out an investigation into allegations of misconduct.

**48 RETURN OF PROPERTY**

- 48.1 Immediately upon the termination of an Employee's employment for any reason, or otherwise at Environment Centre NT's request, the Employee must return to Environment Centre NT all property belonging to Environment Centre NT and any information which relates to the business of Environment Centre NT or its clients or potential clients, which is in the Employee's custody, possession or control, including, but not limited to, all confidential information, intellectual property, mobile telephones, computers, keys, storage devices, cards, documents, records and papers (together with all copies thereof).
- 48.2 Environment Centre NT will be entitled to deduct from any remuneration or accrued entitlements on termination of a relevant Employee's employment, for any reason, the value of any property not returned or the costs of replacing all such property and the relevant Employee will indemnify Environment Centre NT for any shortfall in the value of property not returned, which exceeds the value of the Employee's pay and accrued entitlements at termination.



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<b>BAND</b>	<b>2011 Annual Salary</b>	<b>2011 Hourly Rate</b>	<b>2011 Casual Hourly Rate (22%)</b>
<b>ECNT1</b>	\$ 38,025	\$ 19.24	\$ 23.48
	\$ 39,014	\$ 19.74	\$ 24.09
	\$ 40,028	\$ 20.26	\$ 24.71
	\$ 41,069	\$ 20.78	\$ 25.36
	\$ 42,137	\$ 21.32	\$ 26.02
	\$ 43,232	\$ 21.88	\$ 26.69
<b>ECNT2</b>	\$ 44,356	\$ 22.45	\$ 27.39
	\$ 45,509	\$ 23.03	\$ 28.10
	\$ 46,693	\$ 23.63	\$ 28.83
	\$ 47,907	\$ 24.24	\$ 29.58
	\$ 49,152	\$ 24.87	\$ 30.35
	\$ 50,430	\$ 25.52	\$ 31.14
<b>ECNT3</b>	\$ 51,741	\$ 26.18	\$ 31.95
	\$ 53,087	\$ 26.87	\$ 32.78
	\$ 54,467	\$ 27.56	\$ 33.63
	\$ 55,883	\$ 28.28	\$ 34.50
	\$ 57,336	\$ 29.02	\$ 35.40
	\$ 58,827	\$ 29.77	\$ 36.32
<b>ECNT4</b>	\$ 58,827	\$ 29.77	\$ 36.32
	\$ 60,356	\$ 30.54	\$ 37.26
	\$ 61,925	\$ 31.34	\$ 38.23
	\$ 63,535	\$ 32.15	\$ 39.23
	\$ 65,187	\$ 32.99	\$ 40.25
	\$ 66,882	\$ 33.85	\$ 41.29
<b>ECNT5</b>	\$ 66,882	\$ 33.85	\$ 41.29
	\$ 68,621	\$ 34.73	\$ 42.37
	\$ 70,405	\$ 35.63	\$ 43.47
	\$ 72,236	\$ 36.56	\$ 44.60
	\$ 74,114	\$ 37.51	\$ 45.76
	\$ 76,041	\$ 38.48	\$ 46.95
<b>ECNT6</b>	\$ 76,041	\$ 38.48	\$ 46.95
	\$ 78,018	\$ 39.48	\$ 48.17
	\$ 80,047	\$ 40.51	\$ 49.42
	\$ 82,128	\$ 41.56	\$ 50.71
	\$ 84,263	\$ 42.64	\$ 52.02
	\$ 86,454	\$ 43.75	\$ 53.38
<b>ECNT7</b>	\$ 86,454	\$ 43.75	\$ 53.38
	\$ 88,702	\$ 44.89	\$ 54.77
	\$ 91,008	\$ 46.06	\$ 56.19
	\$ 93,374	\$ 47.25	\$ 57.65
	\$ 95,802	\$ 48.48	\$ 59.15
	\$ 98,293	\$ 49.74	\$ 60.69

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<b>BAND</b>	<b>2012 Annual Salary</b>	<b>2012 Hourly Rate</b>	<b>2012 Casual Hourly Rate (23%)</b>
<b>ECNT1</b>	\$ 38,976	\$ 19.72	\$ 24.26
	\$ 39,989	\$ 20.24	\$ 24.89
	\$ 41,029	\$ 20.76	\$ 25.54
	\$ 42,095	\$ 21.30	\$ 26.20
	\$ 43,190	\$ 21.86	\$ 26.88
	\$ 44,313	\$ 22.43	\$ 27.58
<b>ECNT2</b>	\$ 45,465	\$ 23.01	\$ 28.30
	\$ 46,647	\$ 23.61	\$ 29.04
	\$ 47,860	\$ 24.22	\$ 29.79
	\$ 49,104	\$ 24.85	\$ 30.57
	\$ 50,381	\$ 25.50	\$ 31.36
	\$ 51,691	\$ 26.16	\$ 32.18
<b>ECNT3</b>	\$ 53,035	\$ 26.84	\$ 33.01
	\$ 54,414	\$ 27.54	\$ 33.87
	\$ 55,829	\$ 28.25	\$ 34.75
	\$ 57,280	\$ 28.99	\$ 35.66
	\$ 58,769	\$ 29.74	\$ 36.58
	\$ 60,297	\$ 30.51	\$ 37.53
<b>ECNT4</b>	\$ 60,297	\$ 30.51	\$ 37.53
	\$ 61,865	\$ 31.31	\$ 38.51
	\$ 63,474	\$ 32.12	\$ 39.51
	\$ 65,124	\$ 32.96	\$ 40.54
	\$ 66,817	\$ 33.81	\$ 41.59
	\$ 68,554	\$ 34.69	\$ 42.67
<b>ECNT5</b>	\$ 68,554	\$ 34.69	\$ 42.67
	\$ 70,337	\$ 35.60	\$ 43.78
	\$ 72,166	\$ 36.52	\$ 44.92
	\$ 74,042	\$ 37.47	\$ 46.09
	\$ 75,967	\$ 38.44	\$ 47.29
	\$ 77,942	\$ 39.44	\$ 48.52
<b>ECNT6</b>	\$ 77,942	\$ 39.44	\$ 48.52
	\$ 79,969	\$ 40.47	\$ 49.78
	\$ 82,048	\$ 41.52	\$ 51.07
	\$ 84,181	\$ 42.60	\$ 52.40
	\$ 86,370	\$ 43.71	\$ 53.76
	\$ 88,615	\$ 44.85	\$ 55.16
<b>ECNT7</b>	\$ 88,615	\$ 44.85	\$ 55.16
	\$ 90,919	\$ 46.01	\$ 56.59
	\$ 93,283	\$ 47.21	\$ 58.07
	\$ 95,709	\$ 48.44	\$ 59.58
	\$ 98,197	\$ 49.69	\$ 61.12
	\$ 100,750	\$ 50.99	\$ 62.71

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<b>BAND</b>	<b>2013 Annual Salary</b>	<b>2013 Hourly Rate</b>	<b>2013 Casual Hourly Rate (24%)</b>
<b>ECNT1</b>	\$ 39,950	\$ 20.22	\$ 25.07
	\$ 40,989	\$ 20.74	\$ 25.72
	\$ 42,054	\$ 21.28	\$ 26.39
	\$ 43,148	\$ 21.84	\$ 27.08
	\$ 44,270	\$ 22.40	\$ 27.78
	\$ 45,421	\$ 22.99	\$ 28.50
<b>ECNT2</b>	\$ 46,602	\$ 23.58	\$ 29.24
	\$ 47,813	\$ 24.20	\$ 30.00
	\$ 49,056	\$ 24.83	\$ 30.78
	\$ 50,332	\$ 25.47	\$ 31.58
	\$ 51,641	\$ 26.13	\$ 32.41
	\$ 52,983	\$ 26.81	\$ 33.25
<b>ECNT3</b>	\$ 54,361	\$ 27.51	\$ 34.11
	\$ 55,774	\$ 28.23	\$ 35.00
	\$ 57,224	\$ 28.96	\$ 35.91
	\$ 58,712	\$ 29.71	\$ 36.84
	\$ 60,239	\$ 30.49	\$ 37.80
	\$ 61,805	\$ 31.28	\$ 38.78
<b>ECNT4</b>	\$ 61,805	\$ 31.28	\$ 38.78
	\$ 63,412	\$ 32.09	\$ 39.79
	\$ 65,060	\$ 32.93	\$ 40.83
	\$ 66,752	\$ 33.78	\$ 41.89
	\$ 68,488	\$ 34.66	\$ 42.98
	\$ 70,268	\$ 35.56	\$ 44.10
<b>ECNT5</b>	\$ 70,268	\$ 35.56	\$ 44.10
	\$ 72,095	\$ 36.49	\$ 45.24
	\$ 73,970	\$ 37.43	\$ 46.42
	\$ 75,893	\$ 38.41	\$ 47.63
	\$ 77,866	\$ 39.41	\$ 48.86
	\$ 79,891	\$ 40.43	\$ 50.13
<b>ECNT6</b>	\$ 79,891	\$ 40.43	\$ 50.13
	\$ 81,968	\$ 41.48	\$ 51.44
	\$ 84,099	\$ 42.56	\$ 52.77
	\$ 86,285	\$ 43.67	\$ 54.15
	\$ 88,529	\$ 44.80	\$ 55.55
	\$ 90,831	\$ 45.97	\$ 57.00
<b>ECNT7</b>	\$ 90,831	\$ 45.97	\$ 57.00
	\$ 93,192	\$ 47.16	\$ 58.48
	\$ 95,615	\$ 48.39	\$ 60.00
	\$ 98,101	\$ 49.65	\$ 61.56
	\$ 100,652	\$ 50.94	\$ 63.16
	\$ 103,269	\$ 52.26	\$ 64.80

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<b>BAND</b>	<b>2014 Annual Salary</b>	<b>2014 Hourly Rate</b>	<b>2014 Casual Hourly Rate (25%)</b>
<b>ECNT1</b>	\$ 40,949	\$ 20.72	\$ 25.90
	\$ 42,013	\$ 21.26	\$ 26.58
	\$ 43,106	\$ 21.81	\$ 27.27
	\$ 44,227	\$ 22.38	\$ 27.98
	\$ 45,376	\$ 22.96	\$ 28.70
	\$ 46,556	\$ 23.56	\$ 29.45
<b>ECNT2</b>	\$ 47,767	\$ 24.17	\$ 30.22
	\$ 49,009	\$ 24.80	\$ 31.00
	\$ 50,283	\$ 25.45	\$ 31.81
	\$ 51,590	\$ 26.11	\$ 32.64
	\$ 52,932	\$ 26.79	\$ 33.48
	\$ 54,308	\$ 27.48	\$ 34.35
<b>ECNT3</b>	\$ 55,720	\$ 28.20	\$ 35.25
	\$ 57,168	\$ 28.93	\$ 36.16
	\$ 58,655	\$ 29.68	\$ 37.10
	\$ 60,180	\$ 30.46	\$ 38.07
	\$ 61,745	\$ 31.25	\$ 39.06
	\$ 63,350	\$ 32.06	\$ 40.07
<b>ECNT4</b>	\$ 63,350	\$ 32.06	\$ 40.07
	\$ 64,997	\$ 32.89	\$ 41.12
	\$ 66,687	\$ 33.75	\$ 42.19
	\$ 68,421	\$ 34.63	\$ 43.28
	\$ 70,200	\$ 35.53	\$ 44.41
	\$ 72,025	\$ 36.45	\$ 45.56
<b>ECNT5</b>	\$ 72,025	\$ 36.45	\$ 45.56
	\$ 73,898	\$ 37.40	\$ 46.75
	\$ 75,819	\$ 38.37	\$ 47.96
	\$ 77,790	\$ 39.37	\$ 49.21
	\$ 79,813	\$ 40.39	\$ 50.49
	\$ 81,888	\$ 41.44	\$ 51.80
<b>ECNT6</b>	\$ 81,888	\$ 41.44	\$ 51.80
	\$ 84,017	\$ 42.52	\$ 53.15
	\$ 86,201	\$ 43.62	\$ 54.53
	\$ 88,443	\$ 44.76	\$ 55.95
	\$ 90,742	\$ 45.92	\$ 57.40
	\$ 93,101	\$ 47.12	\$ 58.90
<b>ECNT7</b>	\$ 93,101	\$ 47.12	\$ 58.90
	\$ 95,522	\$ 48.34	\$ 60.43
	\$ 98,006	\$ 49.60	\$ 62.00
	\$ 100,554	\$ 50.89	\$ 63.61
	\$ 103,168	\$ 52.21	\$ 65.26
	\$ 105,851	\$ 53.57	\$ 66.96

## Environment Centre NT work classification structure

LEVEL	Descriptor	Typical Duties
<b>ECNT level 1</b>	<p>Employees at this level may include the initial recruit who may have limited relevant experience.</p> <p>Initially work is performed under close direction using established practices, procedures and instructions.</p> <p>Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment.</p> <p>General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable.</p> <p>Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employees' work may be subject to checking at all stages.</p> <p>The more experienced employee may be required to give assistance to less experienced employees in the same classification.</p> <p>Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.</p> <p>Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.</p>	<p>Reception/switchboard</p> <p>Filing, collating, photocopying, faxing</p> <p>Mail (in &amp; out) including messenger service</p> <p>Checking and batching of accounts</p> <p>Operation of keyboard – basic computer programs</p> <p>Technical assistant in field and project work</p>
LEVEL	Descriptor	Typical Duties
<b>ECNT level 2</b>	<p>Employees at this level are responsible and accountable for their own work which is performed within established guidelines.</p> <p>The employee may exercise limited judgment and initiative within the range of their skills and knowledge.</p> <p>The work of these employees may be subject to final checking and as required, progress checking.</p> <p>Such employees may be required to check the work and/or provide</p>	<p>Computer application involving use of a software package which may include one or more of the following functions:</p> <ul style="list-style-type: none"> <li>• create new files, records and letters etc</li> <li>• spreadsheet/worksheet;</li> <li>• graphics;</li> <li>• accounting/payroll file; and</li> </ul>

## Environment Centre NT work classification structure

	<p>guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</p> <p>Experienced employees at this level have achieved a standard to be able to perform specialised or non routine tasks or features of the work.</p> <p>Experienced employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.</p> <p>Experienced employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.</p> <p>Experienced employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers.</p>	<ul style="list-style-type: none"> <li>• following standard procedures and using existing models/fields of information.</li> </ul> <p>Arrange routine travel bookings and itineraries, make appointments.</p> <p>Provide general advice and information on the organisation's products and services, e.g. front counter/telephone/reception.</p> <p>Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.</p> <p>Perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.</p> <p>Possessing an appropriate qualification (as identified by the employer)</p>
<b>LEVEL</b>	<b>Descriptor</b>	<b>Typical Duties</b>
<b>ECNT level 3</b>	<p>General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline.</p> <p>Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field.</p> <p>In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.</p> <p>Positions may involve a range of work functions which could contain a substantial component of supervision.</p> <p>Employees may also be required to provide specialist expertise or advice in their relevant discipline.</p> <p>Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.</p> <p>Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or</p>	<p>Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements; completing personnel/payroll data for authorisation; reconciliation of accounts to balance.</p> <p>Advising on/providing information on one or more of the following:</p> <ul style="list-style-type: none"> <li>• Employment conditions;</li> <li>• Workers compensation procedures and regulations; and</li> <li>• Superannuation entitlements, procedures and regulations.</li> </ul> <p>Exercise responsibility for various functions within a work area;</p> <ul style="list-style-type: none"> <li>• provide assistance on grant applications including basic research or collection of data;</li> <li>• undertake a wide range of activities associated with program activity or service delivery;</li> <li>• develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records</li> </ul>

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<p>volunteers where supervision is a component of the position, to achieve specific objectives.</p> <p>Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.</p> <p>Employees at this level will have achieved a level of industry specific knowledge sufficient for them to give advice and/or information to clients relating to specific areas of their responsibility.</p> <p>They would require only limited guidance or direction and would normally report to more senior staff as required.</p> <p>Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.</p> <p>They are able to train employees in Levels 1 &amp; 2 by personal instruction and demonstration.</p>	<p>and related material;</p> <ul style="list-style-type: none"> <li>• undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;</li> <li>• apply computer programming knowledge and skills in systems development, maintenance and implementation</li> <li>• provide a reference and research information service and technical service including</li> </ul> <p>The facility to understand and develop technologically based systems;</p> <p>Where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:</p> <ul style="list-style-type: none"> <li>• liaise with other professionals at a technical/professional level;</li> <li>• discuss techniques, procedures and/or results with clients on straight forward</li> <li>• matters;</li> <li>• lead a team within a specialised project;</li> <li>• provide a reference, research and/or technical information service;</li> <li>• carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;</li> <li>• perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;</li> <li>• assist senior employees with the planning and co-ordination of a community program of a complex nature</li> </ul>
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LEVEL	Descriptor	Typical Duties
<p><b>ECNT level 4</b></p>	<p>A person employed at level 4 will work under general direction from senior employees.</p> <p>Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.</p> <p>Employees adhere to established work practices and exercise initiative and judgment where practices and direction are not clearly defined.</p> <p>General features at this level indicate involvement in establishing organisation programs and procedures.</p> <p>Positions will include a range of work functions and may involve supervision.</p> <p>Work may span more than one discipline.</p> <p>In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget.</p> <p>Employees at this level will be required to provide expert advice to clients, volunteers and employees.</p> <p>Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience.</p> <p>In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.</p> <p>Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation.</p> <p>In addition, interpersonal skills are required to gain the co-operation of clients and staff.</p> <p>Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals.</p> <p>Specialists may be required to provide multidisciplinary advice.</p>	<p>Responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;</p> <p>Undertake responsibility for a moderately complex project, including planning, coordination, implementation and administration;</p> <p>Assist with the preparation of or prepare organisation or program budgets in liaison with management;</p> <p>Set priorities and monitor work flow in the areas of responsibility;</p> <p>Provide expert advice to employees classified at lower levels and/or volunteers;</p> <p>Exercise judgment and initiative where procedures are not clearly defined;</p> <p>Understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;</p> <p>Monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;</p> <p>Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas.</p> <p>Undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;</p> <p>Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;</p> <p>Undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;</p> <p>Develop, plan and supervise the implementation of educational and/or developmental programs for clients;</p> <p>Plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;</p>

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		<p>Where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:</p> <ul style="list-style-type: none"> <li>• under general direction undertake a variety of tasks of a specialised and/or detailed nature;</li> <li>• carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;</li> <li>• provide reports on progress of program activities including recommendations;</li> <li>• exercise a high level of interpersonal skills in dealing with the public and other organisations;</li> <li>• plan, develop and operate a community service organisation of a moderately complex nature.</li> </ul>
<b>LEVEL</b>	<b>Descriptor</b>	<b>Typical Duties</b>
<b>ECNT level 5</b>	<p>A person employed at level 5 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.</p> <p>General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it.</p> <p>Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices.</p> <p>Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees.</p> <p>Employees may be required to negotiate matters on behalf of the organisation.</p> <p>Employees will be required to provide consultation and assistance relevant</p>	<p>To contribute to the operational objectives of the work area, a position at this level may include some of the following:</p> <p>Undertake significant projects and/or functions involving the use of analytical skills;</p> <p>Exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;</p> <p>Undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;</p> <p>Negotiate on matters of significance within the organisation with other bodies and/or members of the public;</p> <p>Control and co-ordinate a work area or a larger organisation within budgetary constraints;</p> <p>Exercise autonomy in establishing the operation of the work area;</p>

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<p>to the workplace.</p> <p>Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation.</p> <p>They may be required to undertake the control and coordination of a program, project and/or significant work area.</p> <p>Positions at this level may be identified by:</p> <ul style="list-style-type: none"> <li>• impact of activities undertaken or achievement of stated outcomes or objectives for the workplace;</li> <li>• the level of responsibility for decision-making;</li> <li>• the exercise of judgment; delegated authority; and</li> <li>• the provision of expert advice.</li> </ul> <p>Managing time is essential so outcomes can be achieved.</p> <p>A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff.</p> <p>Employees will be required to understand and implement effective staff management and personnel practices.</p>	<p>Provide a consultancy service for a range of activities and/or to a wide range of clients;</p> <p>Where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:</p> <ul style="list-style-type: none"> <li>• provide support to a range of activities or programs;</li> <li>• control and co-ordinate projects;</li> <li>• contribute to the development of new procedures and methodology;</li> <li>• provide expert advice and assistance relevant to the work area;</li> <li>• supervise/manage the operation of a work area and monitor work outcomes;</li> <li>• supervise on occasions other specialised staff;</li> <li>• supervise/manage the operation of a discrete element which is part of a larger organisation;</li> <li>• provide consultancy services for a range of activities.</li> </ul>
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LEVEL	Descriptor	Typical Duties
<b>ECNT level 6</b>	<p>A person employed at level 6 is subject to broad direction from the senior officer and/or the Board and may exercise managerial responsibility for the organisation's relevant activities.</p> <p>Large degree of autonomy and responsibility, operating with minimal supervision with only high level input from senior management and or Board.</p> <p>Initiate and formulate extensive campaigns, projects or programs to achieve the organisation's goals and objectives.</p> <p>Seek funding and manage a large budget.</p> <p>Manage financial, specialised, technical, professional and/or administrative matters within the organisation and/or about external organisations such as government policy.</p> <p>In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.</p> <p>Provide expert advice internally and externally to the organisation.</p> <p>Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities, which may be outside of the original field of specialisation.</p> <p>Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation.</p>	<p>Undertake work of significant scope and complexity.</p> <p>A major portion of the work requires initiative.</p> <p>Undertake duties of innovative, novel and/or critical nature with little or no professional direction.</p> <p>Undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice.</p> <p>Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external</p> <p>Manage extensive programs or projects that require the development, implementation and evaluation in accordance with organisational goals.</p> <p>Contribute to / develop operational policy;</p> <p>Assess and review the standards of work of other specialised personnel/external consultants;</p> <p>Develop and recommend ongoing plans and programs.</p> <p>Prepare and present media statements on a range of matters</p> <p>Manage staff, consultants and volunteers to achieve high quality outcomes</p> <p>Initiate and formulate organisational programs</p>
LEVEL	Descriptor	Typical Duties
<b>ECNT level 7</b>	<p>A person employed at level 7 operates at a higher level than an employee at level 6, subject to broad direction and with greater autonomy, exercises managerial responsibility for the organisation. Significantly increases the organisation's supporter and financial base and has a strong working relationship with the Board and key stakeholders.</p> <p>Knowledge and experience in delivering project outcomes; including project initiation, work planning and scheduling, resource allocation and</p>	<p>Provide direction and leadership to the organisation</p> <p>Identify and research initiatives to meet the organisations mission statement and objectives</p> <p>Prioritise and prepare project plans and business cases for key projects and lead project teams to implement approved initiatives.</p> <p>Provide advice, information, and recommend appropriate process</p>

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<p>monitoring and reporting progress, with a demonstrated ability to work under pressure, prioritise commitments and meet critical deadlines while maintaining quality standards.</p> <p>Sound knowledge and experience of business principles, and governance practices, including budget development and analysis; and human resource management.</p> <p>High level oral and written communication skills including successfully translating complex analyses into clear and meaningful forms, facilitating group activities and presenting to various audiences.</p> <p>Ability to develop and maintain professional working relationships with stakeholders including people of a different culture.</p> <p>Tertiary qualifications and/or extensive experience in Science, Business, Management, Technology or related field.</p>	<p>enhancements which will assist introduction of lean process management and reduce waste.</p> <p>Provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external.</p> <p>Regularly report to the Board against the progress of the approved projects, initiatives and budget.</p> <p>Maintain awareness of the organisation's expenditure, through regular interaction with project managers, and the Treasurer.</p> <p>Carry out duties in accordance with safety, environmental and quality policy, safety principles, organisation's values and strategies.</p> <p>Prepare and present media statement on a range of matters.</p> <p>Manage staff, consultants and volunteers to achieve high quality outcomes</p> <p>Initiate and formulate organisational programs</p>
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