



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Robert Davidson T/A Davidson Workplace Solutions Pty Ltd
(AG2024/4406)

WEST DALY REGIONAL COUNCIL ENTERPRISE AGREEMENT 2024

Local government administration

COMMISSIONER TRAN

MELBOURNE, 5 DECEMBER 2024

Application for approval of the West Daly Regional Council Enterprise Agreement 2024

[1] Robert Davidson T/A Davidson Workplace Solutions Pty Ltd has applied for approval of an enterprise agreement known as *the West Daly Regional Council Enterprise Agreement 2024* (the **Agreement**) under s 185 of the Fair Work Act 2009 (**Act**).

[2] The Agreement is a single enterprise agreement.

[3] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[4] The United Workers Union (**UWU**) lodged a Form F18 statutory declaration giving notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) of the Act, I note the Agreement covers the UWU.

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 12 December 2024.

[6] In accordance with clause 4.2, the nominal expiry date of the Agreement is 30 June 2028.



[2024] FWCA 4317

COMMISSIONER

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**WEST DALY REGIONAL
COUNCIL
ENTERPRISE AGREEMENT
2024**

TABLE OF CONTENTS

| | |
|---|-----------|
| PART A. TECHNICAL MATTERS..... | 5 |
| 1. TITLE OF THIS AGREEMENT | 5 |
| 2. COVERAGE AND APPLICATION | 5 |
| 3. NATIONAL EMPLOYMENT STANDARDS | 5 |
| 4. COMMENCEMENT AND DURATION | 5 |
| 5. DELEGATIONS | 5 |
| 6. EMPLOYMENT CONTRACTS..... | 5 |
| 7. ALLOCATION OF DUTIES | 6 |
| 8. INTERPRETATION | 6 |
| PART B. EMPLOYMENT | 7 |
| 9. CATEGORIES OF EMPLOYMENT | 7 |
| 10. RIGHT TO REQUEST CASUAL CONVERSION..... | 7 |
| PART C. REMUNERATION | 9 |
| 11. PAY RATES | 9 |
| 12. METHOD OF PAYMENT | 9 |
| 13. JUNIOR RATES..... | 9 |
| 14. PAY INCREASES | 9 |
| 15. CASUAL LOADING..... | 10 |
| 16. LEVEL 8 AND ABOVE EMPLOYEES | 10 |
| 17. LEADERSHIP PAYMENT | 10 |
| 18. SALARY SACRIFICE..... | 10 |
| 19. SUPERANNUATION..... | 11 |
| PART D. CLASSIFICATION STRUCTURE AND ADVANCEMENT | 12 |
| 20. CLASSIFICATION STRUCTURE | 12 |
| 21. PAY POINT ADVANCEMENT – LEVELS 1 TO 8 | 12 |
| 22. PAY POINT ADVANCEMENT – LEVEL 9 | 12 |
| 23. LEVEL 9 HIGH PERFORMANCE PAY LEVEL | 12 |
| 24. PAY ADVANCEMENT – LEVEL 10 AND 11 | 12 |
| 25. PAY ADVANCEMENT LEVELS 9 – 11 – TRANSITIONAL ARRANGEMENTS | 13 |
| 26. TRAINEESHIPS AND APPRENTICES..... | 13 |
| 27. SUPPORTED WAGE SYSTEM..... | 13 |
| 28. HIGHER DUTIES | 13 |
| PART E. STAFF DEVELOPMENT AND EMPLOYEE WELL-BEING..... | 15 |
| 29. PERFORMANCE MANAGEMENT FRAMEWORK | 15 |
| 30. FIRST AID QUALIFICATIONS..... | 15 |
| 31. LEARNING AND DEVELOPMENT | 15 |
| 32. STUDY ASSISTANCE..... | 15 |
| 33. EMPLOYMENT ASSISTANCE PROGRAM | 16 |
| PART F. ALLOWANCES..... | 17 |
| 34. LOCALITY ALLOWANCE | 17 |
| 35. FIRST AID OFFICERS..... | 17 |
| 36. AED ALLOWANCE | 17 |
| 37. WORK RELATED TRAVEL | 17 |
| 38. CAMPING ALLOWANCE..... | 18 |
| 39. USE OF PRIVATE MOTOR VEHICLES..... | 18 |
| 40. ON CALL ARRANGEMENTS..... | 18 |

| | |
|--|-----------|
| 41. AIRPORT REPORTING OFFICER..... | 19 |
| 42. INSTRUMENTS, TOOLS OR EQUIPMENT..... | 19 |
| PART G. RELOCATION AND REPATRIATION..... | 21 |
| 43. RELOCATION | 21 |
| 44. REPATRIATION | 21 |
| 45. QUALIFICATION ON RELOCATION AND REPATRIATION ENTITLEMENT | 21 |
| PART H. FLEXIBILITY..... | 23 |
| 46. FLEXIBILITY ARRANGEMENTS | 23 |
| 47. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS | 24 |
| PART I. HOURS OF WORK..... | 26 |
| 48. ORDINARY HOURS..... | 26 |
| 49. PENALTY RATES..... | 26 |
| 50. CASUAL EMPLOYEES | 26 |
| 51. PART-TIME WORK..... | 27 |
| 52. REST BREAKS | 27 |
| 53. OVERTIME..... | 27 |
| 54. REST PERIODS..... | 28 |
| PART J. LEAVE..... | 29 |
| 55. GENERAL PROVISIONS | 29 |
| 56. ANNUAL LEAVE | 29 |
| 57. PERSONAL/CARER'S LEAVE | 30 |
| 58. UNPAID CARER'S LEAVE..... | 31 |
| 59. PANDEMIC LEAVE | 32 |
| 60. COMPASSIONATE LEAVE..... | 32 |
| 61. FAMILY AND DOMESTIC VIOLENCE LEAVE..... | 33 |
| 62. SPECIAL LEAVE | 34 |
| 63. PARENTAL LEAVE | 34 |
| 64. SUPPORTING PARTNER LEAVE..... | 36 |
| 65. LONG SERVICE LEAVE..... | 36 |
| 66. CEREMONIAL/CULTURAL LEAVE..... | 37 |
| 67. COMMUNITY SERVICE LEAVE..... | 37 |
| 68. DEFENCE RESERVES LEAVE | 38 |
| 69. LEAVE WITHOUT PAY | 38 |
| 70. PUBLIC HOLIDAYS..... | 38 |
| 71. UNAUTHORISED ABSENCES..... | 39 |
| PART K. CONSULTATION | 40 |
| 72. CONSULTATION | 40 |
| PART L. WORKPLACE DELEGATES' RIGHTS | 43 |
| 73. INTRODUCTION..... | 43 |
| 74. RIGHT OF REPRESENTATION | 43 |
| 75. ENTITLEMENT TO REASONABLE COMMUNICATION | 43 |
| 76. ENTITLEMENT TO REASONABLE ACCESS TO THE WORKPLACE AND WORKPLACE FACILITIES | 44 |
| 77. ENTITLEMENT TO REASONABLE ACCESS TO TRAINING | 44 |
| 78. EXERCISE OF ENTITLEMENTS | 45 |
| PART M. RIGHT TO DISCONNECT | 46 |
| 79. EMPLOYEE RIGHT TO DISCONNECT | 46 |

| | |
|---|-----------|
| PART N. REDUNDANCY | 47 |
| 81. GENERAL..... | 47 |
| 82. REDEPLOYMENT | 47 |
| 83. TRANSFER OF EMPLOYMENT | 47 |
| 84. REDUNDANCY PAYMENTS..... | 47 |
| 85. JOB SEARCH ENTITLEMENT | 48 |
| PART O. TERMINATION OF EMPLOYMENT..... | 49 |
| 86. TERMINATION FOR SERIOUS MISCONDUCT | 49 |
| 87. TERMINATION PAYMENTS..... | 49 |
| 88. NOTICE OF TERMINATION..... | 49 |
| 89. JOB SEARCH ENTITLEMENT | 50 |
| 90. SUSPENSION WITH PAY | 50 |
| 91. ABANDONMENT OF EMPLOYMENT..... | 50 |
| 92. IMPRISONMENT..... | 50 |
| PART P. DISPUTE RESOLUTION..... | 52 |
| 93. PROCEDURES FOR PREVENTING AND SETTLING DISPUTES | 52 |
| <i>Appendix 1 – Wage Rates</i> | 53 |
| <i>Appendix 2 – Classification</i> | 56 |
| <i>Appendix 3 – Supported Wage System</i> | 65 |
| 1. GENERAL..... | 65 |
| 2. ELIGIBILITY CRITERIA..... | 65 |
| 3. SUPPORTED WAGE RATES | 65 |
| 4. ASSESSMENT OF CAPACITY | 66 |
| 5. LODGEMENT OF ASSESSMENT INSTRUMENT | 66 |
| 6. REVIEW OF ASSESSMENT | 66 |
| 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT..... | 67 |
| 8. WORKPLACE ADJUSTMENT | 67 |
| 9. TRIAL PERIOD | 67 |
| <i>Appendix 4 - Definitions</i> | 68 |

PART A. TECHNICAL MATTERS

1. Title of this Agreement

1.1 This Agreement shall be known as the West Daly Regional Council Enterprise Agreement, 2024.

2. Coverage and application

2.1 This Agreement is made under Section 172 of the *Fair Work Act 2009*. In accordance with Section 53 of that Act, this Agreement covers and applies to:

- (a) the West Daly Regional Council; and
- (b) all employees of the Council except the Chief Executive Officer.

3. National Employment Standards

3.1 Where the National Employment Standards are more beneficial to an employee than the provisions of this Agreement, the more beneficial provisions will apply to the employee.

4. Commencement and duration

4.1 This Agreement commences seven days after it has been approved by the Fair Work Commission. This date will be the Commencement Date.

4.2 The nominal expiry date is 30 June 2028.

5. Delegations

5.1 All the powers and authorities of the Council in this Agreement are held by the Chief Executive Officer.

5.2 The Chief Executive Officer may, by instrument in writing, delegate or authorise to a person, any of the Chief Executive Officer's powers, authorities or functions under this Agreement, excluding the Chief Executive Officer's power to delegate or authorise.

5.3 The Chief Executive Officer may issue instructions relating to the exercise of a delegated power, authority or function.

6. Employment contracts

6.1 Where an employee has an employment condition included in the employee's employment contract that is not included in this Agreement, that employment condition will continue to apply unless specifically excluded under a term of this Agreement.

6.2 Where this Agreement covers a condition that is included in an employee's employment contract, the employee will be entitled to the more beneficial provision.

6.3 For avoidance of doubt, any provisions included in an employee's employment contract relating to the following will continue to apply:

- (a) Access to a professional development fund;
- (b) Any private access or use of a Council motor vehicle;
- (c) Any use of a fuel card allocated to the employee.

7. Allocation of duties

- 7.1 The CEO or delegate may require an employee to carry out any reasonable duties the employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of higher duties allowance where required by this Agreement.

8. Interpretation

- 8.1 Some words or expressions used in this Agreement (or in a particular provision of this Agreement) are defined in Appendix 4.

PART B. EMPLOYMENT

9. Categories of employment

- 9.1 Employees of the Council are employed in one of the following categories:
- (a) permanent employees; or
 - (b) temporary employees; or
 - (c) casual employees.
- 9.2 A temporary employee is one whose employment is subject to a specified end date or for a specified task unless terminated earlier by either the CEO or the employee.
- 9.3 A casual employee is defined under section 15A of the Fair Work Act. That definition at the commencement of this Agreement is summarised as:
- (a) The employment is characterised by an absence of a firm commitment to continuing and indefinite work; and
 - (b) The employee is paid a casual loading or a specific casual rate of pay.
- 9.4 Assessing whether an employee has a firm advance commitment to continuing and indefinite work has regard to, but is not limited to, whether:
- (a) The Council can choose to offer (or not offer) work to the employee, and whether the employee can choose to accept or reject an offer of work;
 - (b) Continuing work is reasonably likely to be available given the nature of the Council's operations;
 - (c) Part-time or full-time employees are undertaking similar roles in the same workplace; and
 - (d) The employee has a regular pattern of work, noting that this does not in itself indicate a firm advance commitment to continuing and indefinite work.
- 9.5 Employees who are casual employees before 26 August 2024 will remain casual employees unless the employee notifies the Council of the employee's intention to convert to permanent employment under the provisions summarised in Section 10.

10. Right to Request Casual Conversion

- 10.1 Rights of casual employees to convert to permanent employee are set out in Division 4A of the Fair Work Act. This Section sets out a summary of those provisions. Where there are any inconsistencies between this Section and the Fair Work Act, the Fair Work Act provisions will apply. Where any of the provisions in this Section are no longer included in the Fair Work Act, they will no longer apply under this Agreement.
- 10.2 A casual employee is able to notify the Council of the employee's intention to change to permanent employment if the employee:
- (a) Has been employed by the Council for 6 months; and

- (b) The employee believes the employee no longer meets the requirements of the casual employee definition under the Fair Work Act; and
 - (c) Clause 10.3 does not apply.
- 10.3 An employee is not able to notify the Council of the employee's intention to change to permanent employment if the employee:
 - (a) Is currently in an ongoing dispute with the Council about casual conversion; or
 - (b) In the previous 6 months, the Council refused a previous notification by the employee and a dispute about casual conversion has been resolved.
- 10.4 The Council must respond in writing to an employee notification under this Section within 21 days either accepting or refusing the change. If the Council accepts the notification, the written response must include advice about:
 - (a) The employee's new employment status such as full-time or part-time;
 - (b) The employee's new hours of work; and
 - (c) The date the change will take effect.
- 10.5 Before responding to the employee notification, the Council must consult with the employee, including discussions about what will change if the Council accepts the notification and the employee is no longer a casual employee.
- 10.6 The Council can refuse to accept the notification if any of the following apply:
 - (a) The employee still meets the definition of a casual;
 - (b) There are fair and reasonable operational grounds for not accepting the notification, including:
 - (i) Substantial changes would be required to the way in which work in the Council is organised;
 - (ii) There would be significant impacts on Council operations;
 - (iii) Substantial changes to the employee's employment conditions would be reasonably necessary to ensure the Council does not break any such rules such as included in this Agreement that would apply to the employee;
 - (c) Accepting the change means the Council is not complying with a recruitment or selection process required by law.
- 10.7 If the Council refuses the change, the response to the employee must include reasons for the refusal.

PART C. REMUNERATION

11. Pay rates

- 11.1 The minimum rates of pay for Council employees are set out in Appendix 1 of this Agreement.
- 11.2 No employee will suffer a reduction in their rate of pay as a result of this Agreement.
- 11.3 Where there is any inconsistency between the provisions of this Part and rates set out in Appendix 1, the provisions of this Part will prevail.

12. Method of payment

- 12.1 Employees will be paid fortnightly into a financial institution account nominated by the employee.
- 12.2 Where an employee's rate of pay is set out as an annual figure, the following formula will be used to determine the fortnightly rate of pay.

$$\text{Fortnightly pay} = \text{Annual Salary} / 26$$

13. Junior rates

- 13.1 The following junior rates of pay may apply to employees under the age of 21 in Level 1 or Level 2 positions:
 - (a) Under 17 years of age – 55 per cent of the adult rate;
 - (b) 17 years of age – 65 per cent of the adult rate;
 - (c) 18 years of age – 75 per cent of the adult rate;
 - (d) 19 years of age – 85 per cent of the adult rate;
 - (e) 20 years of age – 95 per cent of the adult rate.

14. Pay increases

- 14.1 The minimum rates of pay to apply from the first full pay period commencing on or after the Commencement Date are set out in Appendix 1.
- 14.2 Rates of pay in Appendix 1 include increases of:
 - (a) 4 per cent from the first full pay period commencing on or after 1 July 2024;
 - (b) 3 per cent from the first full pay period commencing on or after 1 July 2025;
 - (c) 3 per cent from the first full pay period commencing on or after 1 July 2026;
 - (d) 3 per cent from the first full pay period commencing on or after 1 July 2027.
- 14.3 Employees paid above the minimum rates of pay will be entitled to the same pay increases as set out in clause 14.2.

15. Casual loading

- 15.1 Casual employees shall receive a 25 per cent loading in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.
- 15.2 The casual loading will not be paid for any overtime hours worked.
- 15.3 The casual loading will be paid in addition to penalty rates. Where this applies, both the casual loading and the penalty payment are based on the employee's normal hourly rate of pay.

16. Level 8 and above employees

- 16.1 The pay rates for employees at Level 8 and above includes payment for up to 8 additional hours of work each fortnight.
- 16.2 Where an employee at Level 8 and above has worked 8 additional hours in a fortnight and is required to work more additional hours, the employee must seek approval in advance to work the additional hours and will be paid at overtime rates for those hours.

17. Leadership payment

- 17.1 Where an employee supervises one or more employees who are classified at the same level, the employee will be paid a leadership payment of \$3,000 per annum, paid fortnightly.
- 17.2 The leadership payment will increase in line with the pay increases set out in clause 14.2 applying after the commencement of this Agreement.

18. Salary sacrifice

- 18.1 Employees may make a written election to receive non-salary benefits in lieu of salary, including additional pre-tax superannuation contributions. The non-salary benefits available to employees will be as specified by the CEO from time to time.
- 18.2 The key features of salary sacrifice arrangements are:
 - (a) the scheme operates at no cost to the Council in relation to individual employee arrangements;
 - (b) participation is entirely voluntary; and
 - (c) either the employee or the CEO or delegate may cancel the salary sacrifice arrangements by giving the other party four weeks' written notice.
- 18.3 Employees will be encouraged to seek independent financial advice before agreeing to salary sacrifice arrangements.
- 18.4 Salary for superannuation, redundancy and termination purposes for an employee who has elected to convert part of the employee's salary to non-salary benefits, shall be determined as if those arrangements did not exist.

19. Superannuation

- 19.1 The Council will make superannuation contributions in accordance with relevant legislation in place at any particular time.
- 19.2 Where permitted by legislation, an employee may nominate a superannuation fund of the employee's choice.
- 19.3 Superannuation contributions will continue to be paid during any:
- (a) period of paid leave; and
 - (b) absence from work due to a work related injury or illness where the employee is being paid workers' compensation payment or regular payments from the Council in accordance with statutory requirements, for a maximum period of 52 weeks.

PART D. CLASSIFICATION STRUCTURE AND ADVANCEMENT

20. Classification Structure

20.1 The Council's classification structure is as set out in Appendix 2.

21. Pay point advancement – Levels 1 to 8

21.1 This Section applies to permanent and temporary employees and casual employees who are provided with regular shifts on an ongoing basis.

21.2 An employee will advance by one pay point within the employee's classification level from the first full pay period commencing on or after 1 July each year where the employee:

- (a) has been at the employee's existing pay point for at least six months at 30 June in that year;
- (b) is not already at the top pay point for the employee's classification;
- (c) has an acceptable level of attendance in the previous 12 months; and
- (d) has not had any misconduct findings included on the employee's personnel file in the previous 12 months.

21.3 For the purposes of clause 21.2(c), decisions on whether an employee has had an acceptable level of attendance must be based on:

- (a) for permanent and temporary employees, the number of unauthorised absences;
- (b) for casual employees, the number of rostered shifts for which the employee has not attended work without notifying the Council.

21.4 Where an employee satisfies the criteria for pay point advancement and that decision is made after 1 July in that year, the payment at the higher pay point will be backdated to 1 July.

22. Pay point advancement – Level 9

22.1 In addition to the criteria for pay point advancement set out in clause 21.2, an employee at level 9 must also have met the CEO's performance expectations over the previous financial year.

23. Level 9 high performance pay level

23.1 Pay point 4 in level 9 is available for employees at pay point 3 who are assessed by the CEO as having exceeded expectations over the previous year. Where this is the case, the CEO will determine where the employee will be placed within the pay point 4 pay range.

24. Pay advancement – Level 10 and 11

24.1 The CEO will review the pay rate for employees at Levels 10 and 11 based on an assessment of the employee's performance over the previous year.

24.2 The pay increase to apply to these employees:

- (a) Will be no less than the pay increases specified in clause 14.2;
- (b) May include a performance component where the CEO assesses the employee as having at least met expectations over the previous year.

25. Pay advancement levels 9 – 11 – transitional arrangements

- 25.1 The first pay advancement under this Agreement for employees at levels 9 to 11 will be from the first full pay period commencing on or after 1 July 2024.
- 25.2 Any employee who has already had a pay review in 2024 will not be eligible for pay advancement from July 2024 under this Agreement.

26. Traineeships and Apprentices

- 26.1 The Council may engage a trainee or apprentice under the relevant Territory or Federal Government schemes.
- 26.2 Where the CEO or delegate engages a trainee or apprentice, the employee's pay rates will be in accordance with the higher of the rate of pay applicable under the relevant Modern Award or that required by the Territory or Federal Government.
- 26.3 Trainees and apprentices will have paid time off work to attend training as required under the relevant traineeship or apprenticeship scheme.
- 26.4 Unless otherwise specified at the commencement of employment, trainees and apprentices will be temporary employees and will not be guaranteed permanent employment at the conclusion of the traineeship or apprenticeship.

27. Supported wage system

- 27.1 Employees who have a disability to the extent that they meet the impairment criteria for the Disability Support Pension (DSP) may be employed under this Agreement and be paid a supported salary, appropriate to the classification in which they are employed, determined in accordance with the procedures and provisions included in Appendix 3.

28. Higher duties

- 28.1 Where an employee is required to temporarily perform a job at a higher classification level for one or more days, the employee will be paid at the minimum pay rate for that higher level.
- 28.2 The higher duties will continue to be paid during a period of paid leave in accordance with the following:
 - (a) Periods of paid leave of less than one week where the higher duties will continue on completion of the leave;
 - (b) Periods of paid leave of between one and four weeks where the employee has been on higher duties for a continuous period longer than three months at the time of taking the leave and the higher duties will continue on completion of the leave;

- (c) Periods of paid leave longer than four weeks where employee has been on higher duties for a continuous period longer than 12 months and the higher duties will continue on completion of the leave.

PART E. STAFF DEVELOPMENT AND EMPLOYEE WELL-BEING

29. Performance Management Framework

29.1 The Performance Management Framework (PMF) has the following aims:

- (a) identification of learning and development needs for employees;
- (b) clarity about the performance expectations of each employee;
- (c) a means by which employees are informed about their level of performance compared with the performance expectations; and
- (d) identification and effective management of underperformance.

30. First aid qualifications

30.1 The Council may offer employees the opportunity to attend first aid training.

30.2 Where this is the case, the cost of the training will be met by the Council and the training may be undertaken during work hours where this is able to be arranged.

30.3 An employee who obtains a first aid qualification under this Section, other than an appointed first aid officer, will not be under any obligation to apply first aid as part of the employee's duties. However, this does not prevent the employee from administering first aid where required while the employee is on duty.

31. Learning and Development

31.1 The Council considers it an important priority to ensure that employees have access to the training necessary to enable them to be successful in their role and support their ongoing career development with the Council.

31.2 Wherever relevant and reasonably practicable, the Council will ensure that training delivered to employees enables them to attain an externally recognised accreditation. An example of this commitment is in the civil works where all reasonable efforts will be taken by the Council to ensure that employees operating heavy machinery earn an externally recognised accreditation for operation of the machinery.

32. Study Assistance

32.1 The Council may approve study assistance to support an employee who is undertaking external study that will result in additional skills that are able to be used in the employee's employment with the Council.

32.2 The study assistance that may be approved include:

- (a) Paid time to attend courses or to participate in course activities, subject to maximum amounts as determined by the Council;
- (b) Payment or reimbursement or all or part of the course costs, subject to successful completion of the course.

33. Employment Assistance Program

- 33.1 Employees are entitled to up to five counselling sessions per year for the employee and the employee's family with the Council's Employment Assistance Provider at no cost to the employee.
- 33.2 The CEO may approve additional counselling sessions for an employee where the CEO considers this is appropriate.

PART F. ALLOWANCES

34. Locality Allowance

- 34.1 Employees who are based in one of the Communities will be entitled to payment of a Locality Allowance of \$3,000 per annum, paid as a fortnightly payment.
- 34.2 The Locality Allowance will be paid on a pro rata basis for part-time and casual employees.

35. First Aid Officers

- 35.1 A First Aid Allowance will be paid to an employee who:
 - (a) holds a current first aid qualification determined by the Council as being applicable to the Council workplace; and
 - (b) is appointed by the CEO or delegate as a First Aid Officer.
- 35.2 The First Aid Allowance amount will be equal to \$38.04 per fortnight for a full-time employee and a pro rata amount for a part-time employee.
- 35.3 The First Aid Allowance will increase in line with the pay increases set out in clause 14.2 applying after the commencement of this Agreement.
- 35.4 First Aid Allowance will continue to be paid during Annual Leave and Personal/Carer's Leave.

36. AED allowance

- 36.1 Where an employee is allocated a vehicle with an Automatic External Defibrillator (AED) and is required to use the AED where necessary as a part of the employee's duties, the employee will be paid an AED Allowance of \$38.04 per fortnight for a full-time employee and a pro rata amount for a part-time employee.
- 36.2 The AED Allowance will increase in line with the pay increases set out in clause 14.2 applying after the commencement of this Agreement.
- 36.3 Employees who are allocated a vehicle with an AED will be provided with training in the use of the AED.
- 36.4 Employees who are paid the First Aid Allowance will not be paid an AED Allowance.

37. Work related travel

- 37.1 Where an employee is required by the Council to travel on Council business and is required to be away from home overnight:
 - (a) commercial accommodation, where available, will be paid for by the Council; and
 - (b) the employee will be entitled to payment of a travel allowance covering meals and incidentals at the lowest rates set by the Australian Taxation Office as a reasonable amount for the location.

- 37.2 An exception to the requirement to pay a travel allowance is where the Council pays for some or all of the employee's meals. Where this is the case, the employee will not be paid an allowance for any meals paid for by the Council.

38. Camping Allowance

- 38.1 Where an employee is required by the CEO or delegate to be away from home overnight in a location where there is no commercial accommodation available and the employee is required to stay in a camp, the employee will be paid the incidentals component of the travel allowance in all cases. The meals component of the travel allowance will also be paid where the employee is required by the CEO or delegate to pay for and take the employee's own food supplies to the camp. Where this is the case, the minimum payment to the employee will be \$35.00 per night.

39. Use of Private Motor Vehicles

- 39.1 Where an employee is required by the CEO or delegate to use the employee's own vehicle for Council business, the employee will be paid a motor vehicle allowance at the rate set by the Australian Taxation Office using the cents per kilometre method.
- 39.2 The CEO or delegate may approve an employee request to use the employee's own vehicle to travel on Council business to a location that is accessible via a commercial airline. Where this is the case, the employee will be paid the lesser of:
- (a) a motor vehicle allowance at the Australian Taxation Office rates; or
 - (b) the cheapest available airfare.

40. On Call Arrangements

- 40.1 An employee is entitled to payment of an On Call Allowance where the CEO or delegate requires the employee to:
- (a) be contactable by telephone while not on duty;
 - (b) remain within a reasonable distance of the workplace; and
 - (c) be at all times ready and available to return to work.
- 40.2 The On Call Allowance is \$45 per day, Monday to Saturday and \$55 per day on Sundays and public holidays. For the purposes of this Section, one day is regarded as either:
- (a) where the employee is working on two consecutive days, the time between finishing work on one day and commencing work on the next day; or
 - (b) where the employee is not working on two consecutive days, a 24 hour period.
- 40.3 The higher rate for Sundays and public holidays will be paid for any day where at least part of the on-call period is on a Sunday or public holiday.
- 40.4 Where an employee is being paid an On Call Allowance and is contacted by the Council or relevant service provider:

- (a) the employee will not be paid for up to 15 minutes of phone calls on any day;
- (b) the employee will be paid for any time spent on phone calls of more than 15 minutes on any day at the relevant overtime rate;
- (c) the employee will be paid overtime where the employee is required to attend the workplace or otherwise go to another location to deal with an urgent work-related issue.

40.5 Where clause 40.3(c) applies:

- (a) the minimum amount of overtime for which the employee will be paid is two hours; and
- (b) the minimum break between periods of work specified in Section 54 will apply.

40.6 The minimum break between periods of work specified in Section 54 will not apply to work covered by clause 40.4(a) or (b).

40.7 The normal requirement to have overtime approved in advance does not apply where an employee is being paid an On Call Allowance and reasonably concludes that it is necessary to attend the workplace or another location to deal with an urgent work-related issue. This is subject to the employee making reasonable efforts to contact the employee's direct supervisor to obtain approval for the overtime.

41. Airport Reporting Officer

41.1 An Airport Reporting Officer (ARO) will be paid an ARO allowance when active as an ARO at the following rates:

- (a) \$100 per day for any day on which the ARO is scheduled to perform ARO duties; and
- (b) where the ARO is not scheduled to perform ARO duties but must stay available to perform ARO duties where necessary:
 - (i) \$40 per day Monday to Saturday; and
 - (ii) \$50 per day, Sunday and public holidays.

41.2 An ARO will be paid at overtime rates for any work required to be undertaken outside the employee's ordinary hours.

41.3 Where an ARO is required to undertake ARO related work outside the employee's ordinary hours and this is not continuous with the employee's ordinary hours, the minimum payment will be for two hours work at the overtime rate.

41.4 An employee is not eligible for an on-call allowance under Section 40 for any day on which the employee is paid an ARO allowance under clause 41.1.

42. Instruments, Tools or Equipment

42.1 Where an employee is required to use instruments, tools or equipment to the employee's duties, the employee will either:

- (a) have the instruments, tools or equipment supplied; or

- (b) be reimbursed the cost of the instruments, tools or equipment, subject to the purchase of such instruments, tools or equipment being approved by the Council before they are purchased.

PART G. RELOCATION AND REPATRIATION

43. Relocation

- 43.1 The Council will pay or reimburse reasonable expenses incurred in the transport of an employee, the employee's accompanying spouse or partner and any dependants and their personal effects, from their nominated place of engagement to the appointed place of employment with the Council.
- 43.2 Costs that may be covered may include freight, motor vehicle allowance, economy airfares or other directly related expenses payable on satisfactory documentary evidence.
- 43.3 The maximum relocation costs that will be paid or reimbursed by the Council is \$5,000.
- 43.4 Relocation expenses incurred more than six months after the employee has signed the employee's employment contract will not be covered.

44. Repatriation

- 44.1 The Council will pay or reimburse reasonable expenses incurred in the transport of an employee, the employee's accompanying spouse or partner and any dependants and their personal effects, from their appointed place of employment with the Council back to the employee's nominated place of engagement.
- 44.2 Costs that may be covered may include freight, motor vehicle allowance, economy airfares or other directly related expenses payable on satisfactory documentary evidence.
- 44.3 The maximum repatriation costs that will be paid by the Council is \$5,000 less any amount that was paid or reimbursed by Council under Section 43.
- 44.4 Relocation expenses incurred more than 28 days after the employee's employment in the locality has ended will not be covered.
- 44.5 The Council may agree to cover costs associated with the employee's relocation to another location in Australia.

45. Qualification on relocation and repatriation entitlement

- 45.1 If an employee terminates the employee's employment within the first twelve months of employment with the Council the employee will not be eligible for any repatriation entitlements.
- 45.2 If an employee terminates the employee's employment after their first 12 months and before 24 months of employment, the employee will only be eligible for a pro rata payment of repatriation entitlements based on the proportion of the second year of employment worked by the employee.
- 45.3 Employees engaged on fixed term or maximum term contract of 24 months or less will be entitled to full repatriation assistance at the conclusion of their fixed term or maximum term contract.

- 45.4 If an employee's employment is terminated within the first two years of employment on the grounds of serious misconduct or due to abandonment of employment or imprisonment, the employee will not be entitled to any payment or reimbursement of repatriation costs.
- 45.5 Relocation and repatriation entitlements will only be available to the extent that the employee does not have any repatriation entitlement from any other contract with the Council or any other source.

PART H. FLEXIBILITY

46. Flexibility Arrangements

- 46.1 The CEO 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:
- (a) the arrangement meets the genuine needs of the Council and the employee; and
 - (b) the arrangement is genuinely agreed to by the CEO and the employee.
- 46.2 The effect of the following terms may be varied in an individual flexibility arrangement:
- (a) base salary; and
 - (b) any terms concerning:
 - (i) leave arrangements;
 - (ii) arrangements for when work is performed;
 - (iii) overtime eligibility and rates;
 - (iv) eligibility for and payment of penalty rates;
 - (v) annual leave loading; and
 - (vi) allowances.
- 46.3 The CEO must ensure that the terms of an individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act;
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 46.4 The CEO must ensure that the individual flexibility arrangement:
- (a) is in writing;
 - (b) includes the name of the Council and the employee;
 - (c) is signed by the CEO and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 46.5 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 46.6 The CEO and the employee may terminate the individual flexibility arrangement:
- (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if the CEO and the employee agree in writing – at any time.

47. Requests for flexible working arrangements

- 47.1 Requests for flexible working arrangements are covered by Section 65 of the Fair Work Act. This Section summarises some of the main provisions set out in the Fair Work Act.
- 47.2 An employee may request a change in the employee’s working arrangements because one or more of the following circumstances apply to the:
- (a) the employee is pregnant;
 - (b) the employee is a parent, or has responsibility for the care, of a child who is of school age or younger;
 - (c) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (d) the employee has a disability;
 - (e) the employee is 55 or older;
 - (f) the employee is experiencing violence from a member of the employee’s family; or
 - (g) the employee provides care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because the member is experiencing violence from the member’s family.
- 47.3 Where a request is made under clause 47.1 and the employee is either a permanent or temporary employee with at least 12 months of continuous service or is a long term casual with a reasonable expectation of continuing employment on a regular and systematic basis, the CEO or delegate will agree to the request unless it has reasonable business grounds for refusing the request.
- 47.4 Examples of changes in working arrangements that may be requested under this Section are changes in:
- (a) hours of work; and
 - (b) patterns of work.
- 47.5 Where an employee has made a request for flexible working arrangements under Section 65 of the Fair Work Act, the Council and the employee will discuss the request and genuinely try to reach an agreement on a change in working arrangements that will reasonably accommodate the employee’s circumstances having regard to:
- (a) the needs of the employee arising from the employee’s circumstances;
 - (b) the consequences for the employee if the changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.

- 47.6 Where the Council refuses the employee's request and agreement has not been reached on alternate changes to the employee's working arrangements, the written response required by Section 65 (4) of the Fair Work Act must include:
- (a) details of the reasons for the refusal including the business grounds for the refusal and how those grounds apply; and
 - (b) details of any alternate changes in working arrangements the Council can offer to the employee so as to better accommodate the employee's circumstances.
- 47.7 If the Council and the employee agree on alternate changes to the employee's working arrangements., the details of the agreement must be provided to the employee in writing.

PART I. HOURS OF WORK

48. Ordinary Hours

- 48.1 The weekly full time ordinary hours of work are 38 hours.
- 48.2 A part time employee is an employee who has weekly ordinary hours of less than 38 hours.
- 48.3 Ordinary hours may be worked within the following span of hours:
- (a) employees working in libraries - 8.00 am to 9.00 pm, Monday to Sunday;
 - (b) employees working at airstrips or working as cleaners, or in garbage, sanitary and sullage services, community services, night patrol and sport and recreation services – 5.00 am to 10 pm, Monday to Sunday;
 - (c) all other employees – 6.00 am to 6.00 pm, Monday to Sunday.
- 48.4 An employee may be required to work ordinary hours outside the span of hours specified in clause 48.3 as long as the employee is paid the penalty rates set out in Section 49.

49. Penalty Rates

- 49.1 The following penalty rates will apply to ordinary hours worked by employees in sport and recreation and community services:
- (a) outside the span of hours, Monday to Friday – 20 per cent;
 - (b) outside the span of hours, Saturday – 50 per cent;
 - (c) outside the span of hours, Sunday – 75 per cent
 - (d) any hours worked on a public holiday – 150 per cent.
- 49.2 The following penalty rates will apply to ordinary hours worked by employees other than those working in sport and recreation and community services:
- (a) outside the span of hours, Monday to Friday – 20 per cent ;
 - (b) any hours worked on a Saturday – 50 per cent;
 - (c) any hours worked on a Sunday – 75 per cent.
 - (d) any hours worked on a public holiday – 150 per cent.
- 49.3 For the purposes of this Section, “community services” means those employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres.

50. Casual Employees

- 50.1 The minimum single engagement for a casual employee is two hours.

51. Part-time work

- 51.1 A part-time employee's working hours will be determined at the commencement of employment or the commencement of part-time work where the employee has converted to part-time work from full time work.
- 51.2 The specification of a part-time employee's working hours will be in writing and include the days of the week on which the employee is to work and normal start and finish times.
- 51.3 The minimum daily hours for a part-time employee is three hours.
- 51.4 An employee and the CEO or delegate may agree in writing to short term or long term changes to a part-time employee's ordinary hours of work, including a short term increase in those hours, and to the days of the week on which the employee works and the normal start and finish time.
- 51.5 A part-time employee's salary, leave and allowances (other than allowances that are of a reimbursement or expenses nature) will be on a pro rata basis.

52. Rest breaks

- 52.1 An employee who works more than 5 hours on any day will be provided with an unpaid meal break of between 30 minutes and one hour. The timing and length of the meal break shall be as determined by the employee's immediate supervisor, subject to consideration of any specific requests by an employee.
- 52.2 Paid tea breaks of 10 minutes will be provided to employees as follows:
 - (a) for employees who work up to 5 hours on any day, one 10 minute tea break;
 - (b) for employees who work more than 5 hours on any day, two 10 minute tea breaks.

53. Overtime

- 53.1 Overtime is where the CEO or delegate requires:
 - (a) a permanent or temporary employee to work more than the employee's ordinary hours of work on any day; or
 - (b) a casual employee to work:
 - (i) outside the relevant span of hours specified in clause 48.3;
 - (ii) more than 10 hours on any day;
 - (iii) more than 38 hours in any week.
- 53.2 Overtime is paid at the rate of:
 - (a) time and a half for the first two hours, Monday to Friday and up to 12.00 noon on Saturday;
 - (b) double time for any overtime:
 - (i) in excess of two hours;
 - (ii) after 12.00 noon on Saturday;

- (iii) on a Sunday;
 - (c) double time and a half for any overtime on a public holiday.
- 53.3 Where a casual employee is working overtime, the employee will not be paid the casual loading for the overtime hours.
- 53.4 Overtime must be approved in advance unless there are extraordinary circumstances such that it was not reasonably practical to seek approval in advance.
- 53.5 An employee and the CEO or delegate may agree in writing to the accrual of time off in lieu of payment for overtime. Where this is the case, the time off in lieu will accrue on an hour for hour basis.
- 53.6 Where an employee and the CEO have agreed to time off in lieu for a period of overtime, the employee may elect, at any time, to have the overtime paid at overtime rates instead of taking time off in lieu.
- 53.7 The timing of the taking of time off in lieu will be at a mutually agreeable time where possible. However, where this is not possible, the CEO or delegate may specify when the employee is to take the time off.
- 53.8 Any time off in lieu accrued under clause 53.5 must be taken within four weeks of the overtime being worked. Where this is not the case, the employee will be paid for the time off in lieu at the overtime rate unless the employee and the CEO or delegate have agreed to a specific time for the time off in lieu that is outside the four week timeframe.
- 53.9 Any accrued time off in lieu that has not been taken at termination of employment will be paid to the employee at the overtime rate.

54. Rest periods

- 54.1 The minimum break between finishing overtime and next commencing work is 10 hours. This minimum break does not apply to overtime of less than three hours that is during an on-call period.
- 54.2 Where an employee is not able to start work at the employee's normal starting time the employee has not yet had the minimum break between periods of work, the employee will be paid the employee's normal rate of pay until the 10 hour break has elapsed.
- 54.3 Where operational requirements are such that the required minimum break is not able to be taken, the employee will be paid at double time until the employee is able to have a 10 hour break.

PART J. LEAVE

55. General provisions

- 55.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 55.2 All deductions of leave will be based on an employee's ordinary hours.
- 55.3 Where any public holiday to which the employee would otherwise be entitled occurs during a period of paid leave other than Long Service Leave and paid Parental Leave, the public holiday is not deducted from the employee's accrued leave.
- 55.4 Casual employees are not entitled to leave under this Part unless specifically stated otherwise or in accordance with legislation.

56. Annual Leave

- 56.1 Annual leave accrues at the rate of six weeks for each 12 months of service for full-time employees and at a pro rata rate for part-time employees. Annual Leave accrues on a progressive basis during the 12 months.
- 56.2 An employee is able to take Annual Leave, subject to the availability of accrued leave and approval by the CEO or delegate.
- 56.3 The CEO or delegate will not unreasonably refuse a request to take Annual Leave.
- 56.4 Employees will not accrue any Annual Leave during any unauthorised absences or unpaid leave that is not to count as service.
- 56.5 Employees at levels up to and including level 8 will be paid their normal rate of pay plus an Annual Leave Loading of 17.5 per cent while on Annual Leave. Employees at level 9 to 11 have the value of annual leave loading included in their base rate of pay.
- 56.6 For the purpose of section 87(1)(b) of the Fair Work Act, a shiftworker is an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week and who is regularly required to work on Sundays and public holidays. For avoidance of doubt, shiftworkers have the same annual leave entitlements as other employees.

Requirements to take Annual Leave

- 56.7 Where an employee has an Annual Leave balance in excess of 12 weeks, the CEO or delegate may require the employee to take sufficient Annual Leave to reduce the employee's leave balance to six weeks. The timing of the leave should be by mutual agreement where possible. Where this is not possible, the CEO or delegate may determine the timing of the leave as long as the employee is given at least 8 weeks' notice and no more than 12 months' notice and at least one week of Annual Leave is taken.
- 56.8 Where an employee has an Annual Leave balance in excess of 12 weeks for more than six months and the employee has genuinely tried to reach agreement with the Council without success and the Council has not issued a direction to take leave, the employee may give

notice to the Council that the employee will be taking leave for a specified period, subject to:

- (a) The amount of leave to be taken is at least one week and not more than four weeks and does not reduce the employee's Annual Leave balance to less than six weeks;
- (b) The employee provides the Council with at least 8 weeks' notice and no more than 12 months' notice.

Cashing out of Annual Leave

56.9 The CEO or delegate and an employee may agree to cash out unused Annual Leave subject to:

- (a) a written election by the employee;
- (b) the employee having taken at least 3 weeks Annual Leave in the previous 12 months or is taking at least 3 weeks Annual Leave at the time the cashing out;
- (c) the cashing out not resulting in the employee's Annual Leave balance reducing to less than 4 weeks; and
- (d) the employee being paid the same amount for the Annual Leave cashed out as if the employee had taken the leave.

56.10 Employees with more than 12 weeks of accrued Annual Leave may seek to cash out Annual Leave without the application of clause 56.9(b) in the first four weeks after the Commencement Date.

Payment for Annual Leave on Termination of Employment

56.11 Employees will be paid for any unused Annual Leave on resignation or termination of employment. The payout for the unused Annual Leave will include the 17.5 per cent Annual Leave Loading.

57. Personal/Carer's Leave

57.1 Personal/Carer's Leave for full-time employees accrues at the rate of 10 days for each 12 months of service and at a pro rata rate for part-time employees. Personal/Carer's Leave accrues progressively throughout each year.

57.2 Personal/Carer's Leave does not accrue during unpaid leave that is not to count as service or during any unauthorised absence.

57.3 Employees will be paid their normal rate of pay during any period of Personal/Carer's Leave.

57.4 An employee is not entitled to take or accrue Personal/Carer's Leave while absent from work on account of an injury or illness for which the employee is receiving workers compensation payments unless the taking or accruing leave during a compensation period is permitted by the relevant NT workers compensation law.

57.5 Unused Personal/Carer's Leave will accumulate from year to year without limit.

Notification of absences

- 57.6 Employees must notify the Council as soon as practicable of an absence on Personal/Carer's Leave. This should normally be before the employee's normal commencement time.
- 57.7 Notification in accordance with clause 57.6 should be to the employee's immediate supervisor wherever possible.

Approval of Personal/Carer's Leave

- 57.8 Personal/Carer's Leave is available for the following purposes:
- (a) where the employee is ill or injured and as a result is unfit work;
 - (b) to provide care or support for a member of the employee's immediate family or household who requires care or support because of:
 - (i) an illness or injury of the immediate family or household member; or
 - (ii) an unexpected emergency affecting the immediate family or household member.

Verification of reason for absence

- 57.9 Where an employee takes Personal/Carer's Leave, the employee will be required to provide a medical certificate or other appropriate and acceptable form of evidence verifying the reasons for the employee taking leave:
- (a) Of two or more consecutive days; or
 - (b) On the working day immediately before or after a public holiday.

57.10 An employee may not take Personal/Carer's Leave while on paid Parental Leave.

Additional Personal/Carer's Leave

- 57.11 The CEO may approve up to an additional 5 days of Personal/Carer's Leave in any year for an employee where:
- (a) the employee does not have any Personal/Carer's Leave available; and
 - (b) the CEO or delegate agrees that the additional leave is justified in the circumstances.

Failure to comply with obligations

57.12 Where an employee fails to comply with the employee's obligations as specified in this Section, other than because of circumstances beyond the employee's control, the absence may be regarded as unauthorised and will not be paid.

58. Unpaid Carer's Leave

- 58.1 Where an employee does not have any accrued Personal/Carer's Leave available, the employee is entitled to Unpaid Carer's Leave to provide care or support for a member of the employee's immediate family or household who requires care or support because of:
- (a) an illness or injury of an immediate family or household member, or
 - (b) an unexpected emergency affecting an immediate family or household member.

- 58.2 The maximum Unpaid Carer's Leave is two days per occasion.
- 58.3 The employee is required to provide the Council (generally the employee's immediate supervisor or manager) with notice of the requirement to take Unpaid Carer's Leave as soon as practicable.
- 58.4 The CEO or delegate may require verification of the reason for taking Unpaid Carer's Leave.
- 58.5 Where the employee does not comply with the employee's obligations under this Section, other than because of circumstances beyond the employee's control, the leave may not be approved and would then be treated as an unauthorised absence.

59. Pandemic Leave

- 59.1 The provisions of this Section only apply during any period in which the World Health Organisation or the Australian Government has declared a pandemic.
- 59.2 Employees are entitled to up to two weeks of paid Pandemic Leave where the employee:
- (a) Is fit for work;
 - (b) Is required to self-isolate as a direct result of the pandemic; and
 - (c) The employee is not reasonably able to work from home or from the place where the employee is required to self-isolate.
- 59.3 Examples of where an employee may be required to self-isolate are:
- (a) The employee is a close contact of an infected person and the NT Government requires the employee to self-isolate;
 - (b) The employee has been tested for an infection and is required to self-isolate until the employees has been advised that the test produced a negative result.
- 59.4 Employees are not entitled to paid Pandemic Leave where the employee is required to self-isolate or attend a quarantine centre as a result of returning to the NT from another State, Territory or country, other than where the employee's absence from the NT was:
- (a) to obtain urgent and essential medical treatment not reasonably available in the NT; or
 - (b) work related and approved by the CEO.

60. Compassionate Leave

- 60.1 A permanent or temporary employee is entitled to paid Compassionate Leave of up to 5 days for each occasion when:
- (a) a member of the employee's immediate family or household:
 - (i) is suffering from a life threatening illness or injury; or
 - (ii) dies; or
 - (b) a child is stillborn, as defined by clause X, and the child would have been a member of the employee's immediate family or household but for the stillbirth; or

- (c) the employee or the employee's spouse or partner has a miscarriage.
- 60.2 Clause 60.1(c) does not apply to a former spouse or partner of the employee.
- 60.3 Compassionate Leave may be taken as a block of 5 days or as separate absences totalling 5 days.
- 60.4 An employee is entitled to Compassionate Leave in respect of a kinship group member who has a similar relationship to an immediate family member.
- 60.5 Employees will be paid their normal rate of pay while on Compassionate Leave.
- 60.6 Casual employees are entitled to unpaid Compassionate Leave of up to two days per occasion for the same reasons set out in clause 60.1.

61. Family and Domestic Violence Leave

- 61.1 This Section summarises the main Family and Domestic Violence Leave provisions that are specified in the National Employment Standards in the Fair Work Act.
- 61.2 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of the person's household, or a current or former intimate partner of a person that seeks to coerce or control the person and causes the person harm or to be fearful. For these purposes, a close relative is a member of the person's immediate family or is related to the person according to Aboriginal or Torres Strait Islander kinship rules.
- 61.3 An employee who has been subjected to family and domestic violence may have up to ten days per year of paid Family and Domestic Violence Leave if the employee needs to do something to deal with the impact of the family and domestic violence. This could include, for example:
 - (a) Making arrangements for the employee's safety, or the safety of a close relative (including re-location);
 - (b) attending court hearings;
 - (c) accessing police services;
 - (d) attending counselling; or
 - (e) Leave attending appointments with medical, financial or legal professionals.
- 61.4 An employee may be required to provide some form of verification that the employee has been subjected to domestic or family violence. Appropriate forms of evidence include a letter from the employee's doctor or legal representative, court documents or police reports.
- 61.5 Casual employees are entitled to be paid family and domestic violence leave for any time the employee was rostered for work where the provisions of clause 61.3 apply

62. Special Leave

- 62.1 Up to three days of Special Leave each year are available to each employee where the employee is unable to attend work due to unavoidable circumstances that are set out in clause 62.6. Part-time employees are entitled to a pro rata amount of Special Leave.
- 62.2 The three days of Special Leave accrues to each employee on 1 July each year. Where an employee has had unpaid leave during the year, the amount of Special Leave that accrues to the employee will be a pro rata amount that takes account of the unpaid leave.
- 62.3 On commencement of employment, employees will not be entitled to any Special Leave until they first accrue leave on the next 1 July after their commencement.
- 62.4 Unused Special Leave does not accrue.
- 62.5 Special Leave is a discretionary leave type and is subject to the CEO or delegate determining that paid leave is justified in the circumstances.
- 62.6 The unavoidable circumstances that are appropriate for Special Leave are:
- (a) attendance at a funeral where the employee is not entitled to Compassionate Leave;
 - (b) emergency circumstances where the employee is unexpectedly cut off from the workplace by natural circumstances such as flood or bushfire.
- 62.7 Special Leave does not accrue from year to year if it is unused.

63. Parental Leave

- 63.1 This Section summarises some of the main Parental Leave provisions that are specified in the National Employment Standards in the Fair Work Act.
- 63.2 Where the provisions of this Section are inconsistent with and less favourable than the National Employment Standards, the National Employment Standards will prevail.
- 63.3 A permanent or temporary employee is eligible for Parental Leave where the employee has at least 12 months of continuous service with the Council as at the date of birth, or expected date of birth of the child if the leave is birth-related, or as at the date of placement of the child if the leave is adoption-related.
- 63.4 Casual employees are eligible for Parental Leave in some circumstances as defined in the National Employment Standards.
- 63.5 The provisions of this Section relating to adoptions only apply where the child:
- (a) is, or will be, under 16 as at the day of placement, or expected day of placement of the child;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 63.6 An employee is entitled to 12 months of Parental Leave where:

- (a) the leave is associated with:
 - (i) the birth of a child of the employee or the employee's partner; or
 - (ii) the placement of a child with the employee for adoption; or
 - (iii) the placement of a foster child with the employee where the fostering is expected to be permanent or at least until the child turns 18; and
 - (b) the employee has or will have a responsibility for the care of the child.
- 63.7 If a child of the employee is stillborn and the employee would have been entitled to parental leave if the child had survived, the employee is still entitled to parental leave under this Section. For these purposes, a child is considered to be stillborn if it weighed at least 400 grams at delivery or where the period of gestation was at least 20 weeks.
- 63.8 For permanent and temporary employees, 10 weeks of the Parental Leave under clause 63.6 will be paid and the remainder will be unpaid. The 10 weeks of paid leave may be taken at half pay over a period of 20 weeks.
- 63.9 Where an employee is planning to adopt a child, the employee is entitled to up to 2 days of unpaid Pre-Adoption Leave to attend interviews associated with the adoption.
- 63.10 An employee is not entitled to the following forms of leave during any period of unpaid Parental Leave:
- (a) Personal/Carer's Leave; or
 - (b) Compassionate Leave except in relation to a stillbirth as defined by clause 63.7 or the death of the child for whom the employee is taking parental leave.
- 63.11 The period of Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Council with at least 21 days' written notice.

Additional Parental Leave

- 63.12 An employee who has taken the Parental Leave available under clause 63.6 may request additional unpaid Parental Leave up to 24 months after the date of birth or placement of the child. Where the employee makes such a request:
- (a) it must be made no later than four weeks before the end of the employee's current approved Parental Leave period;
 - (b) must commence immediately following the completion of the employee's other Parental Leave; and
 - (c) the CEO or delegate may only refuse the request on reasonable business grounds and only after the employee has had a reasonable opportunity to discuss the request.
- 63.13 A period of additional Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Council with at least 14 days written notice.

Return to Work Guarantee following Parental Leave

63.14 On completion of a period of Parental Leave, an employee will be entitled to return to the employee's pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

64. Supporting Partner Leave

64.1 An employee who is the partner of a person who has given birth or is the primary carer of an adopted child is entitled to two weeks of paid Supporting Partner Leave on birth of the child or placement of an adopted child.

64.2 This Section applies to an adoption where the criteria set out in clause 63.5 apply.

64.3 The two weeks of paid Supporting Partner Leave may be taken over four weeks at half pay.

65. Long Service Leave

65.1 Employees are entitled to Long Service Leave in accordance with the long service leave provisions included in the Long Service Leave Act.

65.2 The main Long Service Leave entitlement in that Act are:

- (a) 13 weeks of Long Service Leave after 10 years of continuous service; and
- (b) an additional 6.5 weeks of Long Service Leave after each subsequent period of 5 years of continuous service.

65.3 Where an employee has between 7 and 10 years of service on termination of employment:

- (a) the Long Service Leave Act provides that the employee be paid an amount equal to 1.3 weeks for each completed year of service where the employment ceases:
 - (i) on or subsequent to attaining the age at which the employee may retire;
 - (ii) on the termination of employment by the Council for a reason other than serious misconduct; or
 - (iii) on account of illness, incapacity or domestic or other pressing necessity of such a nature as to justify so ceasing to be an employee;
- (b) in addition to the entitlements in the Long Service Leave Act, the Council will pay the employee an amount equal to 1.3 weeks for each completed year of service where the employment terminates through resignation that is not covered by point (a).

65.4 Nothing in clause 65.3 impacts on the requirements to pay an employee for Long Service Leave credits held at termination of employment where the employee has 10 or more years of service.

65.5 For avoidance of doubt, service with the Victoria Daly Regional Council before the de-merger in 2014 and the former Shire Councils before the Council mergers in 2008 that is continuous with employment with the Council is eligible service for long service leave purposes unless the employee was paid the value of any long service leave credits held at the date of formation of the Council.

66. Ceremonial/Cultural Leave

- 66.1 Ceremonial/Cultural Leave is applicable when an Employee is required to attend and participate in a ceremony because of their traditional and cultural position in the Community and their traditional ties to the ceremony.
- 66.2 Employees other than casuals who are required to be absent from work for ceremonial purposes as defined in clause 66.1 are entitled to up to 10 days of paid Ceremonial/Cultural Leave per calendar year.
- 66.3 Non-Indigenous employees will also be entitled to Ceremonial/Cultural Leave under this Section where they are expected to not work on a day out of respect for the Community-wide ceremonial activities occurring in the Community in which they are working.
- 66.4 Ceremonial/Cultural Leave that has not been taken does not accrue from year to year.
- 66.5 The Council may request evidence that would substantiate the reason for taking Ceremonial/Cultural Leave.
- 66.6 Ceremonial/Cultural Leave is subject to approval by the CEO or the CEO's delegate.
- 66.7 By agreement with the CEO or the CEO's delegate, Ceremonial/Cultural Leave may be extended as unpaid leave.

67. Community Service Leave

- 67.1 Employees are entitled to Community Service Leave in the following circumstances:
 - (a) during any period of jury service;
 - (b) where an employee engages in voluntary emergency management activity;
 - (c) to attend training, ceremonial activities or other activities associated with an employee's membership of a voluntary emergency management body; or
 - (d) for any other activity prescribed in the Fair Work Regulations as being applicable to Community Service Leave.
- 67.2 An employee will be paid while absent on Community Service Leave in the following circumstances:
 - (a) during any period of jury service; and
 - (b) while engaging in voluntary emergency management activity as defined by clause 67.6.
- 67.3 The amount an employee will be paid in accordance with clause 67.2 will be the employee's normal salary less any payments made to the employee for the community service (excluding any payments of a reimbursement nature).
- 67.4 All other Community Service Leave not covered by clause 67.2 will be unpaid.
- 67.5 Community Service Leave counts as service for the purpose of accrual of Annual and Personal/Carer's Leave.

67.6 For the purposes of this Section, an employee engages in voluntary emergency management activity if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee is engaged in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member like association with, a recognised emergency management body; and
- (d) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

68. Defence Reserves Leave

68.1 Where an employee is a member of the defence reserves, the employee will be granted leave to participate in compulsory requirements of the service.

68.2 While on Defence Reserves Leave, the Council will pay the employee the difference between the pay the employee receives for the Defence Reserves activity and the employee's normal rate of pay.

69. Leave Without Pay

69.1 The CEO or delegate may approve Leave Without Pay in the following circumstances:

- (a) where the employee is unfit for work due to illness or injury and the employee does not have any Personal/Carer's Leave credits;
- (b) for cultural purposes where the employee does not have any Special Leave available and there is an expectation that the employee participate in cultural or religious activities, subject to reasonable limits on the amount of leave being taken;
- (c) for any other purpose considered by the CEO or delegate to be reasonable in the circumstances.

69.2 Leave Without Pay approved under this Section will not count as service for any purpose.

70. Public Holidays

70.1 The following public holidays will apply under this Agreement:

- (a) New Years Day – 1 January;
- (b) Australia Day – 26 January;

- (c) Anzac Day – 25 April;
- (d) Good Friday;
- (e) Easter Monday;
- (f) the King’s birthday holiday (on the day on which it is celebrated in the NT);
- (g) Christmas Day – 25 December;
- (h) Boxing Day – 26 December;
- (i) Darwin Show Day (on the day gazetted by the NT Government);
- (j) any other day declared by or under a law of the NT to be observed generally within the NT, or a region of the NT, as a public holiday by people who work in the NT or region of the NT.

70.2 Where a substitute public holiday is declared by or under a law of the NT, that day will replace the public holiday that would otherwise apply.

70.3 The CEO will specify a day during NAIDOC Week each year for the Council that will be called NAIDOC Day and will treat that day the same as if that day was gazetted as a public holiday by the NT Government.

70.4 An employee who would normally have been required to work on the day on which a public holiday falls and who is not required to work, will be paid the same as if the employee had worked on that day.

70.5 Where an employee is on Leave Without Pay on the working days immediately before and after a public holiday, the employee will not be paid for the public holiday.

71. Unauthorised absences

71.1 Where an employee is absent from work without approval, it will be regarded as misconduct and action may be taken as a result of the breach. In addition, the absence will be without pay and will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the employee until the employee resumes duty or is granted leave.

PART K. CONSULTATION

72. Consultation

72.1 This Section applies if the Council:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

72.2 For a major change referred to in clause 72.1(a):

- (a) the Council must notify the relevant employees and relevant union of the decision to introduce the major change; and
- (b) clauses 72.3 to 72.9 apply.

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

72.4 If:

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

72.5 As soon as practicable after making its decision, the Council must:

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

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

- 72.7 The Council must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 72.8 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 Council, the requirements set out in clauses 72.2(a), 72.3 and 72.5 are taken not to apply.
- 72.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Council's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace;
 - (g) the restructuring of jobs.
- 72.10 For a change referred to in clause 72.1(b):
- (a) the Council must notify the relevant employees of the proposed change; and
 - (b) clauses 72.11 to 72.15 apply.
- 72.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 72.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the Council must recognise the representative.
- 72.13 As soon as practicable after proposing to introduce the change, the Council must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Council reasonably believes will be the effects of the change on the employees; and

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

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

72.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 72.1.

PART L. WORKPLACE DELEGATES' RIGHTS

73. Introduction

- 73.1 This Part provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.
- 73.2 In this Part:
- (a) Delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected; and
 - (b) Eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the Council,
- 73.3 Before exercising entitlements under this Part, a workplace delegate must give the Council written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Council with evidence that would satisfy a reasonable person of their appointment or election.
- 73.4 An employee who ceases to be a workplace delegate must give written notice to the Council as soon as possible.

74. Right of Representation

- 74.1 A workplace delegate may represent the industrial interests of eligible employees in matters including, but not limited to:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of individual or collective grievances or disputes;
 - (d) performance management and disciplinary processes;
 - (e) 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
 - (f) any process or procedure in which the employees are entitled to be represented and which concerns their industrial interests.

75. Entitlement to reasonable communication

- 75.1 A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of employees under clause 74.1. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 75.2 A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before or after work.

76. Entitlement to reasonable access to the workplace and workplace facilities

76.1 The Council must provide a workplace delegate with access to or use of the following workplace facilities:

- (a) a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by the Council to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

76.2 The Council is not required to provide access to or use of a workplace facility under this Part if:

- (a) The workplace does not have the facility;
- (b) 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
- (c) The Council does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

77. Entitlement to reasonable access to training

77.1 The Council must provide a workplace delegate with access to up to five days of paid time during normal working hours to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Council is not required to provide to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) 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.
- (c) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered to work on a day on which the delegate is absent from work to attend the training.
- (d) The workplace delegate must give the Council not less than 5 weeks' notice (unless the Council and the 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;

- (e) The workplace delegate must, on request, provide the Council with an outline of the training content.
- (f) The Council 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. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must provide the Council with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

78. Exercise of entitlements

78.1 A workplace delegate's entitlements under this Part are subject to conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an employee;
- (b) comply with the reasonable policies and procedures of the Council, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent employees exercising their rights to freedom of association.

78.2 This Part does not require the Council to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

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

PART M. RIGHT TO DISCONNECT

79. Employee Right to Disconnect

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

PART N. REDUNDANCY

81. General

- 81.1 This Section only applies to permanent employees and temporary employees who are terminated before the end of their contracted period of employment.
- 81.2 Subject to the provisions of this Part, an employee is entitled to redundancy pay where the employee is terminated by the CEO because the Council 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.

82. Redeployment

- 82.1 The Council will make reasonable efforts to redeploy employees who would otherwise be retrenched where there is a redundancy.
- 82.2 The CEO or delegate may redeploy an employee to a position at a lower level where this is agreed by the employee. Where this occurs, the employee will be paid at the employee's previous salary level for a period that is equivalent to the number of weeks of redundancy pay that the employee would have been entitled to if retrenched.

83. Transfer of Employment

- 83.1 Where there is a transfer of employment in relation to an employee and subsection 22(5) of the Fair Work Act applies to that transfer, the employee is not entitled to any redundancy pay due to the termination of the employee's employment by the Council.
- 83.2 An employee is not entitled to redundancy pay in relation to the termination of the employee's employment if:
- (a) the employee rejects an offer of employment by another employer (the second employer) that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Council immediately before the termination; and
 - (ii) recognises the employee's service with the Council; and
 - (b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee,

subject to any order by Fair Work Australia to pay the employee redundancy pay where it is satisfied that the employee was treated unfairly.

84. Redundancy payments

- 84.1 Where an employee is not able to be redeployed and the employee is terminated on the grounds of redundancy, the employee is entitled to the following redundancy payments:

| Employee's period of continuous service with the employer on termination | Redundancy pay period |
|---|------------------------------|
| Less than 1 year | Nil |
| 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 |
| At least 4 years but less than 5 years | 8 weeks |
| At least 5 years but less than 6 years | 10 weeks |
| At least 6 years but less than 7 years | 11 weeks |
| At least 7 years but less than 8 years | 13 weeks |
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years but less than 10 years | 16 weeks |
| At least 10 years | 12 weeks |

- 84.2 An employee who is terminated on the grounds of redundancy will also be provided the notice of termination of employment that is required by Section 88 and may be paid in lieu of all or part of that notice.
- 84.3 An employee is entitled to finish the employee's employment with the Council during the notice period. Where this occurs, the employee will not be paid for the part of the notice period that was not worked, but the employee's redundancy payments and other termination payments will be calculated as though the employee worked for the entire notice period.
- 84.4 For the purposes of this Section, "weeks' pay" means the employee's normal weekly rate of pay and does not include any higher duties allowance.

85. Job Search Entitlement

- 85.1 Where the CEO or delegate provides an employee with notice of termination on the grounds of redundancy, the employee is entitled to up to one day off with pay each week in order to look for another job. The Council may require the employee to provide evidence of the employee's job search activities on any paid time off work under this clause. Where the employee does not provide such evidence, the Council may withhold payment for that time.

PART O. TERMINATION OF EMPLOYMENT

86. Termination for serious misconduct

86.1 Nothing in this Agreement prevents the CEO from terminating the employment of an employee for serious misconduct, without notice or payment in lieu, in accordance with the Fair Work Act.

87. Termination payments

87.1 Where an employee ceases employment with the Council, the employee will receive payment for any unused Annual Leave entitlements and any Long Service Leave entitlements as required under the *Long Service Leave Act*. This payment will be based on the employee's final salary including any allowances that would have continued to be payable during a period of Annual Leave or Long Service Leave.

88. Notice of Termination

88.1 The CEO or delegate will, subject to clause 86.1, provide employees (other than casual employees) with the following notice of termination of employment:

- (a) During the first 6 months of service – 1 week's notice;
- (b) More than 6 months and up to 3 years of service – 2 weeks' notice;
- (c) More than 3 years and up to 5 years of service - 3 weeks' notice;
- (d) More than 5 years of service – 4 weeks' notice.

88.2 The notice periods in clause 88.1 will be increased by one week where the employee is over 45 years of age and has at least 2 years of continuous service.

88.3 The CEO or delegate may pay the employee in lieu of all or part of the notice period.

88.4 Employees are required to provide the following notice of resignation:

- (a) Employees at all levels during the first 6 months of service – 1 week;
- (b) Employees at levels 1 to 8, the same notice as that required of the Council, other than the additional week for employees who are over 45 years of age;
- (c) Employees at level 9 – 4 weeks;
- (d) Employees at levels 10 and 11 – 6 weeks.

88.5 The provisions of clause 88.4 apply regardless of any contrary provisions included in an employee's employment contract.

88.6 If an employee fails to give the required period of notice, the Council will only be required to pay the employee in respect of the period of notice actually provided.

89. Job Search Entitlement

89.1 Where the CEO or delegate provides an employee (other than a casual employee) with notice of termination, the employee is entitled to up to one day off with pay in order to look for another job. The CEO or delegate may require the employee to provide evidence of the employee's job search activities on any paid time off work under this clause. Where the employee does not provide such evidence, the CEO or delegate may withhold payment for that time.

90. Suspension with Pay

90.1 The CEO may suspend an employee with pay where an allegation of a serious breach of the Employee Code of Conduct has been made where the CEO considers that it would not be appropriate for the employee to continue to attend work while the allegation is being investigated.

91. Abandonment of Employment

91.1 Where an employee is absent from work for at least five consecutive days without reasonable cause and without notifying the Council of the absence, the employee will be regarded as having abandoned the employee's employment from the end of the five consecutive days.

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

91.3 Where the employee has abandoned the employee's employment as set out in clause 91.1, and the Council decides to terminate the employee's employment, the Council will write to the employee at their last known address advising the employee of this and providing the employee with notice of termination in accordance with clause 88.1.

91.4 Where an employee's employment is terminated in accordance with this Section and later provides an explanation for the absence and failure to notify the Council that is considered by the CEO to be reasonable, the CEO will agree to a request by the employee to be reinstated.

92. Imprisonment

92.1 Where an employee is imprisoned for at least five consecutive days, the CEO may terminate the employee's employment after consideration of:

- (a) the reasons for the employee's imprisonment;
- (b) the likely length of the imprisonment; and
- (c) any reasons presented by the employee of why his employment should not be terminated.

92.2 Where an employee's employment is terminated under this Section, the Council will provide the employee with notice of termination in accordance with clause 88.1.

PART P. DISPUTE RESOLUTION

93. Procedures for preventing and settling disputes

93.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards;

this Section sets out procedures to settle the dispute.

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

93.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisors and/or managers.

93.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

93.5 the Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

93.6 While the parties are trying to resolve the dispute using the procedures in this Section;

- (a) an employee must continue to perform the employee's work as the employee would normally unless the employee has a reasonable concern about an imminent risk to the employee's health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless;
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (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.

93.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this Section.

Appendix 1 – Wage Rates

| Level | Pay point | Annual pay rates | | | | |
|-------|-----------|------------------|----------------|----------------|----------------|----------------|
| | | Before July 2024 | From July 2024 | From July 2025 | From July 2026 | From July 2027 |
| 1 | 1 | \$48,505.10 | \$50,445.30 | \$51,958.66 | \$53,517.42 | \$55,122.95 |
| | 2 | \$50,992.72 | \$53,032.43 | \$54,623.40 | \$56,262.10 | \$57,949.97 |
| | 3 | \$53,480.33 | \$55,619.54 | \$57,288.13 | \$59,006.77 | \$60,776.98 |
| | 4 | \$55,967.96 | \$58,206.68 | \$59,952.88 | \$61,751.47 | \$63,604.01 |
| 2 | 1 | \$57,609.20 | \$59,913.57 | \$61,710.98 | \$63,562.30 | \$65,469.17 |
| | 2 | \$59,236.53 | \$61,605.99 | \$63,454.17 | \$65,357.80 | \$67,318.53 |
| | 3 | \$60,643.91 | \$63,069.67 | \$64,961.76 | \$66,910.61 | \$68,917.93 |
| | 4 | \$62,268.43 | \$64,759.17 | \$66,701.94 | \$68,703.00 | \$70,764.09 |
| 3 | 1 | \$63,888.81 | \$66,444.36 | \$68,437.69 | \$70,490.82 | \$72,605.55 |
| | 2 | \$65,514.73 | \$68,135.32 | \$70,179.38 | \$72,284.76 | \$74,453.30 |
| | 3 | \$67,136.49 | \$69,821.95 | \$71,916.61 | \$74,074.11 | \$76,296.33 |
| | 4 | \$68,761.03 | \$71,511.47 | \$73,656.82 | \$75,866.52 | \$78,142.52 |
| 4 | 1 | \$70,381.39 | \$73,196.65 | \$75,392.54 | \$77,654.32 | \$79,983.95 |
| | 2 | \$72,000.37 | \$74,880.38 | \$77,126.80 | \$79,440.60 | \$81,823.82 |
| | 3 | \$73,629.09 | \$76,574.25 | \$78,871.48 | \$81,237.63 | \$83,674.75 |
| | 4 | \$75,249.44 | \$78,259.42 | \$80,607.20 | \$83,025.42 | \$85,516.18 |
| 5 | 1 | \$76,658.21 | \$79,724.54 | \$82,116.27 | \$84,579.76 | \$87,117.16 |
| | 2 | \$78,279.97 | \$81,411.17 | \$83,853.50 | \$86,369.11 | \$88,960.18 |
| | 3 | \$79,905.89 | \$83,102.13 | \$85,595.19 | \$88,163.05 | \$90,807.94 |
| 6 | 1 | \$82,607.91 | \$85,912.23 | \$88,489.59 | \$91,144.28 | \$93,878.61 |
| | 2 | \$85,312.67 | \$88,725.18 | \$91,386.93 | \$94,128.54 | \$96,952.40 |
| | 3 | \$88,020.25 | \$91,541.06 | \$94,287.29 | \$97,115.91 | \$100,029.39 |
| 7 | 1 | \$90,723.63 | \$94,352.58 | \$97,183.15 | \$100,098.65 | \$103,101.61 |
| | 2 | \$93,427.02 | \$97,164.10 | \$100,079.02 | \$103,081.39 | \$106,173.84 |
| | 3 | \$96,131.81 | \$99,977.08 | \$102,976.39 | \$106,065.69 | \$109,247.66 |
| 8 | 1 | \$99,378.10 | \$103,353.22 | \$106,453.82 | \$109,647.44 | \$112,936.86 |
| | 2 | \$102,622.99 | \$106,727.91 | \$109,929.75 | \$113,227.64 | \$116,624.47 |
| | 3 | \$105,869.29 | \$110,104.06 | \$113,407.18 | \$116,809.40 | \$120,313.68 |
| 9 | 1 | \$113,000.00 | \$117,520.00 | \$121,045.60 | \$124,676.97 | \$128,417.28 |
| | 2 | \$116,000.00 | \$120,640.00 | \$124,259.20 | \$127,986.98 | \$131,826.59 |
| | 3 | \$119,000.00 | \$123,760.00 | \$127,472.80 | \$131,296.98 | \$135,235.89 |
| | 4 Min | \$120,000.00 | \$124,800.00 | \$128,544.00 | \$132,400.32 | \$136,372.33 |
| | 4 Max | \$125,000.00 | \$130,000.00 | \$133,900.00 | \$137,917.00 | \$142,054.51 |
| 10 | Min. | \$130,000.00 | \$135,200.00 | \$139,256.00 | \$143,433.68 | \$147,736.69 |
| | Max. | \$160,000.00 | \$166,400.00 | \$171,392.00 | \$176,533.76 | \$181,829.77 |
| 11 | Min. | \$170,000.00 | \$176,800.00 | \$182,104.00 | \$187,567.12 | \$193,194.13 |

| Level | Pay point | Fortnightly pay rates | | | | |
|-------|-----------|-----------------------|----------------|----------------|----------------|----------------|
| | | Before July 2024 | From July 2024 | From July 2025 | From July 2026 | From July 2027 |
| 1 | 1 | \$1,865.58 | \$1,940.20 | \$1,998.41 | \$2,058.36 | \$2,120.11 |
| | 2 | \$1,961.25 | \$2,039.70 | \$2,100.89 | \$2,163.92 | \$2,228.84 |
| | 3 | \$2,056.93 | \$2,139.21 | \$2,203.38 | \$2,269.48 | \$2,337.57 |
| | 4 | \$2,152.61 | \$2,238.71 | \$2,305.88 | \$2,375.05 | \$2,446.30 |
| 2 | 1 | \$2,215.74 | \$2,304.37 | \$2,373.50 | \$2,444.71 | \$2,518.05 |
| | 2 | \$2,278.32 | \$2,369.45 | \$2,440.54 | \$2,513.75 | \$2,589.17 |
| | 3 | \$2,332.46 | \$2,425.76 | \$2,498.53 | \$2,573.49 | \$2,650.69 |
| | 4 | \$2,394.94 | \$2,490.74 | \$2,565.46 | \$2,642.42 | \$2,721.70 |
| 3 | 1 | \$2,457.26 | \$2,555.55 | \$2,632.22 | \$2,711.18 | \$2,792.52 |
| | 2 | \$2,519.80 | \$2,620.59 | \$2,699.21 | \$2,780.19 | \$2,863.59 |
| | 3 | \$2,582.18 | \$2,685.47 | \$2,766.03 | \$2,849.01 | \$2,934.48 |
| | 4 | \$2,644.66 | \$2,750.45 | \$2,832.96 | \$2,917.95 | \$3,005.49 |
| 4 | 1 | \$2,706.98 | \$2,815.26 | \$2,899.72 | \$2,986.71 | \$3,076.31 |
| | 2 | \$2,769.25 | \$2,880.02 | \$2,966.42 | \$3,055.41 | \$3,147.08 |
| | 3 | \$2,831.89 | \$2,945.17 | \$3,033.52 | \$3,124.53 | \$3,218.26 |
| | 4 | \$2,894.21 | \$3,009.98 | \$3,100.28 | \$3,193.29 | \$3,289.08 |
| 5 | 1 | \$2,948.39 | \$3,066.33 | \$3,158.32 | \$3,253.06 | \$3,350.66 |
| | 2 | \$3,010.77 | \$3,131.20 | \$3,225.14 | \$3,321.89 | \$3,421.55 |
| | 3 | \$3,073.30 | \$3,196.23 | \$3,292.12 | \$3,390.88 | \$3,492.61 |
| 6 | 1 | \$3,177.23 | \$3,304.32 | \$3,403.45 | \$3,505.55 | \$3,610.72 |
| | 2 | \$3,281.26 | \$3,412.51 | \$3,514.89 | \$3,620.33 | \$3,728.94 |
| | 3 | \$3,385.39 | \$3,520.81 | \$3,626.43 | \$3,735.22 | \$3,847.28 |
| 7 | 1 | \$3,489.37 | \$3,628.94 | \$3,737.81 | \$3,849.95 | \$3,965.45 |
| | 2 | \$3,593.35 | \$3,737.08 | \$3,849.20 | \$3,964.67 | \$4,083.61 |
| | 3 | \$3,697.37 | \$3,845.26 | \$3,960.62 | \$4,079.44 | \$4,201.82 |
| 8 | 1 | \$3,822.24 | \$3,975.13 | \$4,094.38 | \$4,217.21 | \$4,343.73 |
| | 2 | \$3,947.04 | \$4,104.92 | \$4,228.07 | \$4,354.91 | \$4,485.56 |
| | 3 | \$4,071.89 | \$4,234.77 | \$4,361.81 | \$4,492.66 | \$4,627.44 |
| 9 | 1 | \$4,346.15 | \$4,520.00 | \$4,655.60 | \$4,795.27 | \$4,939.13 |
| | 2 | \$4,461.54 | \$4,640.00 | \$4,779.20 | \$4,922.58 | \$5,070.25 |
| | 3 | \$4,576.92 | \$4,760.00 | \$4,902.80 | \$5,049.88 | \$5,201.38 |
| | 4 Min | \$4,615.38 | \$4,800.00 | \$4,944.00 | \$5,092.32 | \$5,245.09 |
| | 4 Max | \$4,807.69 | \$5,000.00 | \$5,150.00 | \$5,304.50 | \$5,463.64 |
| 10 | Min. | \$5,000.00 | \$5,200.00 | \$5,356.00 | \$5,516.68 | \$5,682.18 |
| | Max. | \$6,153.85 | \$6,400.00 | \$6,592.00 | \$6,789.76 | \$6,993.45 |
| 11 | Min. | \$6,538.46 | \$6,800.00 | \$7,004.00 | \$7,214.12 | \$7,430.54 |

| Level | Pay point | Hourly pay rates | | | | |
|-------|-----------|------------------|----------------|----------------|----------------|----------------|
| | | Before July 2024 | From July 2024 | From July 2025 | From July 2026 | From July 2027 |
| 1 | 1 | \$24.54 | \$25.52 | \$26.29 | \$27.08 | \$27.89 |
| | 2 | \$25.81 | \$26.84 | \$27.65 | \$28.48 | \$29.33 |
| | 3 | \$27.06 | \$28.14 | \$28.99 | \$29.86 | \$30.75 |
| | 4 | \$28.33 | \$29.46 | \$30.35 | \$31.26 | \$32.20 |
| 2 | 1 | \$29.15 | \$30.32 | \$31.23 | \$32.16 | \$33.13 |
| | 2 | \$29.98 | \$31.18 | \$32.11 | \$33.08 | \$34.07 |
| | 3 | \$30.69 | \$31.92 | \$32.88 | \$33.86 | \$34.88 |
| | 4 | \$31.52 | \$32.78 | \$33.76 | \$34.78 | \$35.82 |
| 3 | 1 | \$32.33 | \$33.62 | \$34.63 | \$35.67 | \$36.74 |
| | 2 | \$33.16 | \$34.49 | \$35.52 | \$36.59 | \$37.68 |
| | 3 | \$33.97 | \$35.33 | \$36.39 | \$37.48 | \$38.60 |
| | 4 | \$34.80 | \$36.19 | \$37.28 | \$38.40 | \$39.55 |
| 4 | 1 | \$35.62 | \$37.04 | \$38.16 | \$39.30 | \$40.48 |
| | 2 | \$36.44 | \$37.90 | \$39.03 | \$40.21 | \$41.41 |
| | 3 | \$37.26 | \$38.75 | \$39.91 | \$41.11 | \$42.34 |
| | 4 | \$38.08 | \$39.60 | \$40.79 | \$42.02 | \$43.28 |
| 5 | 1 | \$38.79 | \$40.34 | \$41.55 | \$42.80 | \$44.08 |
| | 2 | \$39.61 | \$41.19 | \$42.43 | \$43.70 | \$45.01 |
| | 3 | \$40.44 | \$42.06 | \$43.32 | \$44.62 | \$45.96 |
| 6 | 1 | \$41.81 | \$43.48 | \$44.79 | \$46.13 | \$47.51 |
| | 2 | \$43.18 | \$44.91 | \$46.25 | \$47.64 | \$49.07 |
| | 3 | \$44.55 | \$46.33 | \$47.72 | \$49.15 | \$50.63 |
| 7 | 1 | \$45.92 | \$47.76 | \$49.19 | \$50.67 | \$52.19 |
| | 2 | \$47.29 | \$49.18 | \$50.66 | \$52.18 | \$53.74 |
| | 3 | \$48.64 | \$50.59 | \$52.10 | \$53.67 | \$55.28 |
| 8 | 1 | \$50.30 | \$52.31 | \$53.88 | \$55.50 | \$57.16 |
| | 2 | \$51.94 | \$54.02 | \$55.64 | \$57.31 | \$59.03 |
| | 3 | \$53.58 | \$55.72 | \$57.39 | \$59.12 | \$60.89 |
| 9 | 1 | \$57.19 | \$59.47 | \$61.26 | \$63.10 | \$64.99 |
| | 2 | \$58.70 | \$61.05 | \$62.88 | \$64.77 | \$66.71 |
| | 3 | \$60.22 | \$62.63 | \$64.51 | \$66.45 | \$68.44 |
| | 4 Min | \$60.73 | \$63.16 | \$65.05 | \$67.00 | \$69.01 |
| | 4 Max | \$63.26 | \$65.79 | \$67.76 | \$69.80 | \$71.89 |
| 10 | Min. | \$65.79 | \$68.42 | \$70.47 | \$72.59 | \$74.77 |
| | Max. | \$80.97 | \$84.21 | \$86.74 | \$89.34 | \$92.02 |
| 11 | Min. | \$86.03 | \$89.47 | \$92.16 | \$94.92 | \$97.77 |

Appendix 2 – Classification

Level 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

Authority and accountability: Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.

Judgment and problem solving: Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

Specialist knowledge and skills: Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.

Management skills: Not required at this level.

Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

Qualifications and experience: An employee in this level will have commenced on-the-job training, which may include an induction course.

Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience.

Authority and accountability: Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.

Judgment and problem solving: Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills: Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.

Management skills: Not required at this level.

Interpersonal skills: Limited to basic communications with other staff and possibly with the public.

Qualifications and experience: Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.

Judgment and problem solving: Personal judgment is required to follow predetermined procedures where a choice between more than 2 options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

Specialist knowledge and skills: Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

Management skills: Not required at this level.

Interpersonal skills: Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.

Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

Authority and accountability: Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.

Judgment and problem solving: The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

Specialist knowledge and skills: Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

Management skills: Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.

Interpersonal skills: Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.

Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

a trade certificate or equivalent;

completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or

knowledge and skills gained through on-the-job training.

Level 5

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

Authority and accountability: The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.

Judgment and problem solving: Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

Specialist knowledge and skills: Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

Management skills: May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.

Interpersonal skills: Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.

Qualifications and experience: Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

post-trade certificate and/or other post-secondary qualification below diploma or degree; or

extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

Authority and accountability: May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

Judgment and problem solving: Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

Specialist knowledge and skills: Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

Interpersonal skills: Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.

Qualifications and experience: Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

diploma or advanced diploma; or
appropriate in-house training or equivalent.

Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry level for graduate professional employees.

Authority and accountability: Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.

Judgment and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.

Specialist knowledge and skills: Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

Management skills: Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

Qualifications and experience: Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.

Authority and accountability: Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgment and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.

Management skills: Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.

Interpersonal skills: Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.

Judgment and problem solving: Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Employees will have a relevant degree or equivalent with extensive practical experience.

Level 10

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

Judgment and problem solving: Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

Specialist knowledge and skills: Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.

Management skills: Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

Interpersonal skills: Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.

Qualifications and experience: Employees require a relevant degree or equivalent and management experience.

Level 11

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.

Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.

Judgment and problem solving: Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

Specialist knowledge and skills: Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.

Management skills: Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

Interpersonal skills: Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.

Qualifications and experience: Positions require a relevant degree or equivalent and significant management experience.

Appendix 3 – Supported Wage System

1. General

- 1.1 This Appendix 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. In the context of this Appendix, the following definitions will apply:
- (a) "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability;
 - (b) "*Accredited 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;
 - (c) "*Disability Support Pension*" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;
 - (d) "*Assessment instrument*" means the form 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.

2 Eligibility criteria

- 2.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work 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.
- 2.2 Clause 2.1 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 current employment.
- 2.3 The provisions of this Appendix do not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of that Act, or if a part only has received recognition, that part.

3 Supported wage rates

- 3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$89 per week or any higher amount determined by the Fair Work Commission or its successor:

Assessed capacity % of prescribed Agreement rate

| | |
|-----|-----|
| 10% | 10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

3.2 Where a person's assessed capacity is 10%, the employee shall receive a high degree of assistance and support.

4 Assessment of capacity

4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Council and a representative of the employee, which may be a union, in consultation with the employee; or
- (b) if requested by the Council, the employee and an accredited Assessor from a panel determined by the CEO or delegate in consultation with the employee and the employee's representative, which may be a union.

5 Lodgement of assessment instrument

5.1 All assessment instruments under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Council with the General Manager of the Fair Work Commission.

5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the employee requests, the instrument shall be provided to a representative of the employee, which may be a union, and will take effect unless an objection is notified to the Registrar within 10 working days.

6 Review of assessment

6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7 Other terms and conditions of employment

- 7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this Appendix 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.

8 Workplace adjustment

- 8.1 Where the Council employs a person under the provisions of this Appendix it shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

9 Trial period

- 9.1 In order for an adequate assessment of the employee's capacity to be made, the Council may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The amount payable to the employee during the trial period shall be \$89 per week or any higher amount determined by the Fair Work Commission or its successor. The CEO or delegate may increase this minimum in accordance with variations in the Department of Families, Housing, Community Services and Indigenous Affairs income test free area for earnings.
- 9.4 Work trials should include induction or training as appropriate to the job being trialed.
- 9.5 Where the Council and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.1.

Appendix 4 - Definitions

| Term | Definition |
|------------------------|--|
| Council | The West Daly Regional Council, ABN 25 966 579 574 |
| Commencement Date | The date that is 7 days after approval of the Agreement by the Fair Work Commission. |
| Communities | Means Nganmariyanga, Peppimenarti, Wadeye and any of the Outstations. |
| Continuous service | Includes: <ul style="list-style-type: none"> • any absence on paid leave; • any absence on Community Services or Defence Reserves Leave; • up to 14 days of Leave Without Pay in a calendar year. Continuity of service is broken by a termination of employment other than where this is initiated by the Council in order to avoid leave obligations. |
| De facto partner | Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes and includes a former de facto partner of the employee. |
| Employee | Means an employee of the Council who is covered by this Agreement. |
| Fair Work Act | The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts. |
| Immediate family | Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee |
| Household | A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or other essentials for living. |
| Local Government Award | The <i>Local Government Industry Award 2020</i> |
| Long Service Leave Act | The <i>Long Service Leave Act 1981</i> . |
| Medical certificate | Means a certificate signed by a medical practitioner. |

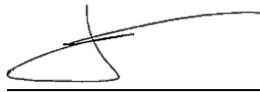
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|--------------------------------------|---|
| Medical practitioner | Means a person registered, or licensed as a medical practitioner under a law of a State or territory that provides for the registration of licensing of medical practitioners and includes Registered Nurses and Aboriginal Health Practitioners. |
| Modern Award | Has the same meaning as in the Fair Work Act. |
| Normal rate of pay | The rate of pay the employee is paid for the employee's ordinary hours and including any allowances where this Agreement specifically states that they continue to be paid during a period of leave. |
| Recognised emergency management body | Has the same meaning as the same term in the Fair Work Act. |
| spouse | Includes a former spouse. |

SIGNATURE PAGE

West Daly Regional Council

Signed for the Council by John Thomas, Chief Executive Officer

Address of signatory 1/4 Albatross Street
 Winnellie NT 0820

Signature:  _____

Date: 4/11/2024 ____ / ____ / 20

United Voice as a bargaining representative of employees covered by the agreement

Signed for the United Workers Union by

Godfrey Moase

(full name of signatory)

Address of signatory 833 Bourke Street, Docklands Vic 3008

Position in the union Director

The basis on which the signatory is authorised to sign on behalf of the union:

Signature:  _____

Date: 07 / 11 / 20 24