



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Barkly Regional Council**  
(AG2023/3471)

## **BARKLY REGIONAL COUNCIL ENTERPRISE AGREEMENT 2023**

Local government administration

DEPUTY PRESIDENT SLEVIN

SYDNEY, 12 OCTOBER 2023

*Application for approval of the Barkly Regional Council Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Barkly Regional Council Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Barkly Regional Council. The Agreement is a single enterprise agreement.

[2] I raised with the Applicant a number of matters concerning the better off overall test (BOOT). Clause 37 of the Agreement provides that Community Safety Officers (CSO) will work their ordinary hours between 6am and midnight, Monday to Sunday, however clause 13 of the Award provides that this type of employee will work their ordinary hours from 5am to 10pm, Monday to Sunday. I was concerned that the rates for some employees may not be high enough to compensate the additional 2 hours per day that employees could work outside of the Award span at the ordinary rate. In response the Applicant provided a written undertaking making clear that employees working as CSO's will be classified at no lower than Level 2.

[3] A further issue was raised with the Applicant concerning the weekend penalties for employees who are regularly required to work weekends. The Applicant has given an undertaking. It provides for the payment of a penalty payment of 50 per cent for hours worked after 10.00 pm on a Saturday and 75 per cent for hours worked after 10.00 pm on Sunday and specifies that employees working as Sport and Recreation Officers and Youthlinks employees (as well as the CSO's) will be classified at no lower than level 2.

[4] The Agreement provides a sleepover allowance of \$15.75 at clause 29.1 whereas under the Award employees receive a sleepover allowance of \$13.09 per hour plus the on-call allowance. I also raised concern that if those employees on lower remuneration rates are required to perform sleepover work they will not be better off. In response the Applicant has provided an undertaking making clear that the employees will be paid the higher of the hourly rate for the sleepover or the rates specified in the award comprising an hourly rate plus an on-call payment at specified rates.

[5] A copy of the undertakings is attached in Annexure A. A copy of the undertakings was provided to the bargaining representatives. No objections were received. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be terms of the Agreement.

[6] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[8] The Agreement was approved on 12 October 2023 and, in accordance with s.54, will operate from 19 October 2023. The nominal expiry date of the Agreement at clause 3.2 is 31 August 2024.



DEPUTY PRESIDENT

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## ANNEXURE A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2023/3471

**Applicant:**

Barkly Regional Council

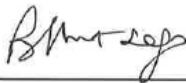
Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Romeo Mutsago, Acting Chief Executive Officer of the Barkly Regional Council have the authority given to me by Barkly Regional Council to provide this undertaking in relation to the application before the Fair Work Commission and give the following undertakings with respect to the Barkly Regional Council Enterprise Agreement 2023 ("the Agreement"):

1. Employees working as Sport and Recreation officers, Youthlinks employees and Community Safety Officers will be classified at no lower than Level 2.
2. Employees working as Community Safety Officers, Sport and Recreation employees working directly with the Community members and Youthlinks employees who work on a weekend will be paid a penalty rate of 50 per cent for ordinary hours worked after 10.00 pm on a Saturday and 75 per cent for any hours worked after 10.00 pm on a Sunday.
3. Employees who are required to work a sleepover will be paid for the sleepover the higher of:
  - a. \$15.75 per hour; or
  - b. \$13.09 per hour plus an additional allowance of:
    - i. \$26.18 per sleepover on Monday to Friday;
    - ii. \$39.27 per sleepover on Saturday;
    - iii. \$52.36 per sleepover on Sunday.

**Signature**



**Romeo Mutsago**  
**Acting Chief Executive Officer**

**Date** 6/10/2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

# **BARKLY REGIONAL COUNCIL ENTERPRISE AGREEMENT 2023**

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## PART A TECHNICAL MATTERS

### 1 Title of this Agreement

- 1.1 This Agreement shall be known as the Barkly Regional Council Enterprise Agreement 2023.

### 2 Coverage and Application

- 2.1 This Agreement is made under Section 172 of the *Fair Work Act 2009*. The parties to this Agreement are:
- (a) the Barkly Regional Council; and
  - (b) all Employees of the Barkly Regional Council except the Chief Executive Officer, Employees who are above the minimum pay rate for an Employee at Level 9 Pay Point 3 and Area and Senior Managers.

### 3 Nominal Expiry Date

- 3.1 This Agreement will come into operation on the seventh day after the date of approval by the Fair Work Commission. This is called the Commencement Date.
- 3.2 The nominal expiry date of this Agreement is 31 August 2024.
- 3.3 Negotiation of a replacement enterprise agreement will commence no later than 1 May 2024.

### 4 Definitions

Aged Care Worker	An Employee who works in Community Care on community, caring for aged clients and clients with a disability.
Area Manager	An Employee who leads and manages delivery of all Council services on Community.
Casual Employee	An Employee who is engaged and paid as a casual Employee.
Continuous Service	A period of service during which the Employee is employed by the Council, but does not include any period of: <ul style="list-style-type: none"><li>(i) unauthorised absence</li><li>(ii) unpaid leave other than Community Service leave.</li></ul>
Council	The Barkly Regional Council, ABN 32 171 281 456
De Facto Partner	A person who, although not legally married to an 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	An Employee of the Council who is covered by this Agreement.
Fair Work Act	The <i>Fair Work Act 2009</i> and the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, and their successors and any regulations associated with those Acts.



Full-Time Employee	An Employee engaged to work an average of 38 ordinary hours per week.
Immediate Family	Means: <ul style="list-style-type: none"> <li>• spouse or former spouse</li> <li>• de facto partner</li> <li>• child</li> <li>• parent</li> <li>• grandparent</li> <li>• grandchild</li> <li>• sibling</li> </ul> child, parent, grandparent, or sibling of the Employee's spouse or de facto partner
Long Service Leave Act	The Long Service Leave Act 1981.
Medical Certificate	A certificate signed by a medical practitioner, including a physiotherapist, dentist or any medical specialist.
Medical Practitioner	A person registered or licenced as a medical practitioner under a law of a State or Territory that provides for the registration or licensing of medical practitioners.
Municipal Officer	An Employee who works at a Works Depot, in any of the following roles: <ul style="list-style-type: none"> <li>• Municipal Works Staff Supervisor</li> <li>• Municipal Worker</li> <li>• Plant Operator</li> <li>• Leading Hand</li> <li>• Operator / Labourer</li> <li>• Mechanic</li> <li>• Housing Maintenance</li> <li>• Essential Services Officer</li> <li>• Outstation Worker</li> </ul>
National Employment Standards	Means the National Employment Standards in sections 59 to 131 of the <i>Fair Work Act 2009</i> .
Part-Time Employee	An Employee whose ordinary hours are less than 38 hours per week.
Senior Manager	An Employee who is part of the Council executive team. These positions include: <ul style="list-style-type: none"> <li>• Director of Communities</li> <li>• Director of Infrastructure</li> <li>• Director of Operations</li> <li>• Finance Manager</li> <li>• Human Resources Manager</li> </ul>
Serious Misconduct	Serious Misconduct includes the following: <ol style="list-style-type: none"> <li>a) Wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of contract employment;</li> <li>b) Conduct that causes serious imminent risk to: <ol style="list-style-type: none"> <li>(i) the health or safety of a person; or</li> <li>(ii) the reputation, viability or profitability of the Council's business</li> </ol> </li> </ol>

	<p>c) the Employee, in the course of the Employee's employment, engaging in / or:</p> <ul style="list-style-type: none"> <li>(i) theft; or</li> <li>(ii) fraud; or</li> <li>(iii) assault;</li> <li>(iv) the Employee being intoxicated at work;</li> <li>(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.</li> </ul>
Spouse	Includes a former spouse.
Stillbirth	A child is stillborn if it weighed at least 400 grams at delivery or where the period of gestation was at least 20 weeks.

## 5 **Agreement Objectives**

5.1 The objectives of this Agreement are to:

- (a) be more attractive in the labour market;
- (b) encourage higher Employee retention levels;
- (c) reduce unauthorised absences;
- (d) improve productivity;
- (e) simplify administration of Employee's entitlements.

## 6 **Categories of employment**

6.1 Employees of the Council are employed in one of the following categories:

- (a) Full-Time Employees; or
- (b) Part-Time Employees; or
- (c) Casual Employees.

## 7 **National Employment Standards**

7.1 Where there is any inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

## 8 **Delegations**

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

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

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

## 9 **Allocation of duties**

9.1 From time to time the Council may require an Employee to carry out any reasonable duties (in consultation with the Employee) the Employee is capable of performing, subject to any restrictions set out in this Agreement and the payment of a higher duties allowance where required by this Agreement.



## **PART B REMUNERATION**

### **10 Pay Rates**

- 10.1 The minimum rates of pay for Employees are set out in Appendix 1 of this Agreement.
- 10.2 Where there is any inconsistency between the provisions of this Part and the rates set out in Appendix 1, the provisions of this Part will prevail.

### **11 Method of payment**

- 11.1 On commencement of the Agreement, Employees will be paid weekly into a financial institution account nominated by the Employee until such time as the Council has implemented a transition to payment on a fortnightly basis.
- 11.2 The Council will transition to paying Employees on a fortnightly basis from no earlier than the first full pay period commencing on or after three months after the Commencement Date.
- 11.3 To assist Employees with the transition to fortnightly pay:
  - (a) in the last weekly pay before transition to fortnightly pay, each Employee will be paid double the amount they would otherwise have been paid for that week;
  - (b) the Council will pay or reimburse the costs of financial planning or some other relevant form of financial advice related to the transition to fortnightly pay to a maximum of \$500 per Employee;
  - (c) the Council will arrange for an Employee's pay to be distributed to up to three financial institution accounts where requested by an Employee to assist Employees to budget following the transition to fortnightly pay.
- 11.4 Where a majority of employees in a workplace agree, the \$500 per employee provided for in clause 11.3(b) may be pooled to fund group based activities by a provider that may also include individual advice and/or assistance.
- 11.5 The Council will establish a Fortnightly Pay Transition Committee. The roles of the Committee will be to:
  - (a) Provide a means by which employees' concerns are able to be raised and considered;
  - (b) Make recommendations to the CEO on implementation of fortnightly pay to minimise any potential adverse impacts on employees; and
  - (c) Review progress towards implementation of fortnightly pay.
- 11.6 The membership of the Committee will include:
  - (a) A representative of the United Workers' Union;
  - (b) One employee representative from the Communities;
  - (c) One employee representative from Tennant Creek; and
  - (d) The Chief Executive Officer or nominated representative of the Chief Executive Officer.
- 11.7 Nominations will be called for employee representatives from the Communities and Tennant Creek. Where more than one employee nominates as a representative from either

of these groups, the nominated employees will select the employee to participate in Committee meetings, which may change from meeting to meeting.

- 11.8 The Committee will meet as necessary, but is expected that it will need to meet at least monthly once work has commenced on transition to fortnightly pay.

**12 Pay increases**

- 12.1 Minimum pay rates and Employee's actual pay rates, where higher than the minimum pay rates, will increase by 5 per cent from the first full pay period commencing on or after 1 September 2023.
- 12.2 The pay increase in clause 12.1 includes the 2 per cent pay increase that would otherwise have been payable under the previous enterprise agreement.
- 12.3 In addition to the pay increase set out in this Section, any employee who is classified at Level 1, pay point 1 will advance to Level 1, pay point 2 from the first full pay period commencing on or after the Commencement Date.

**13 Casual loading**

- 13.1 Casual Employee's shall receive a 25 per cent loading on their hourly ordinary time rate of pay in lieu of all forms of paid leave (other than long service leave) and payment for public holidays on which the Employee is not required to work.

**14 Superannuation**

- 14.1 The Council will make superannuation contributions in accordance with relevant legislation in place at any particular time.
- 14.2 Where permitted by legislation, an Employee may nominate a superannuation fund.

## **PART C CLASSIFICATION STRUCTURE AND ADVANCEMENT**

### **15 Classification structure**

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

### **16 Classification review**

16.1 A classification review will be undertaken during the life of this Agreement. The classification review will include consideration of the following:

- (a) Review of the classification of all jobs covered by this Agreement to determine their correct classification;
- (b) Possible broadbands of lower classifications where there is a natural progression through two or more classifications through the development of required competencies;
- (c) Any necessary transitional arrangements.

16.2 Where the review results in proposals to make changes to the enterprise agreement, the proposals will be considered by the Council when developing its proposals for the next enterprise agreement.

16.3 The parties agree that an important principle for the classification review is that no employee should be disadvantaged as a result of the review.

### **17 Pay point advancement**

17.1 This Section does not apply to casual Employees.

17.2 An Employee will advance by one pay point within the Employee's classification level from 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 participated in the Performance Management Framework processes as required;
- (d) has not been assessed as unsatisfactory over the previous 12 months by the end of August in that year;
- (e) has not had any unauthorised absences in the previous 12 months; and
- (f) has not had any misconduct findings included on the Employee's personnel file in the previous 12 months.

17.3 Where an Employee does not receive pay point advancement under this Section, the Employee may seek a review of that decision by the CEO or delegate. Where this is the case, and the review is to be conducted by a delegate of the CEO, that person must not be the original decision maker or the Employee's direct supervisor.

17.4 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.

17.5 Notwithstanding anything else in this Section, the minimum pay point for employees in classification level 1 will be pay point 2.

**18 Supported wage system**

- 18.1 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.

**19 Higher duties**

- 19.1 An Employee directed or appointed to relieve in a higher level position where the Employee is required to perform the substantive functions of the role, the Employee will be paid at the higher level.
- 19.2 The Council will not:
- (a) Fill a vacant position for less than one day;
  - (b) Normally fill a vacant position for periods of less than one week.
- 19.3 Subject to clause 19.4 higher duties will not be paid when the relieving Employee is absent on leave.
- 19.4 Where an Employee is on higher duties for three (3) continuous months or more immediately prior to commencing a period of paid annual leave or paid Personal/Carer's leave the leave shall be paid at the higher hourly ordinary time rate of pay.
- 19.5 Public holidays will be paid at the higher duties rate where the Employee is on higher duties before and after the public holiday.

## **PART D SPECIAL WORK ARRANGEMENTS AND ALLOWANCES**

### **20 Zone allowance**

20.1 A zone allowance will be paid to Employees according to their work location as follows:

- (a) Tennant Creek:
  - (i) \$1.89 per hour from the Commencement Date;
- (b) All other service centres within the Barkly region:
  - (i) \$2.51 per hour from the Commencement Date;

20.2 Zone allowance is not payable to Employees who are based outside the Barkly Regional Council boundaries.

20.3 Zone allowance will not be paid during periods of unauthorised leave, or unpaid leave.

### **21 First Aid officers**

21.1 A First Aid allowance will be paid to an Employee who:

- (a) holds an appropriate first aid qualification; and
- (b) is appointed by the Council to perform first aid duty.

21.2 The First Aid allowance is \$18.33 per week, or \$36.66 per fortnight for a Full-Time Employee and a pro rata amount for a Part-Time Employee from, the first full period commencing on or after the Commencement Date.

21.3 First Aid allowance will not be paid during periods of unauthorised leave, or unpaid leave.

### **22 Work related travel**

22.1 Where an Employee is required by the Council to travel on the Council's 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 during the period of time that the Employee is away.

22.2 The travel allowance will be the rate set by Australian Taxation Office as a reasonable rate.

22.3 An exception to the requirement to pay a travel allowance is where the Council or any other funding body pays for some or all of the Employee's meals or meals are provided. Where this is the case, the Employee will not be paid an allowance for those meals which have been paid or provided.

22.4 Where an Employee is required by the Council 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 a camping allowance of \$30.11. The meals component of the travel allowance will also be paid where the Employee is required by the Council to pay for and take food supplies to the camp.

22.5 Where an Employee is required to work away from the Employee's locality without the requirement to stay overnight, the Council will reimburse the Employee for costs necessarily incurred and provide a travelling allowance for meals taken due to travel. An



incidental payment will not be made. The Employee will be required to provide written evidence of costs before the reimbursement is paid.

## **23 Use of private motor vehicles**

- 23.1 Where an Employee is required by the Council 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.
- 23.2 The Council may require an Employee to record full details of all such official travel requirements in a log book.
- 23.3 Where an Employee is required by the Council to use the Employee's own vehicle for the Council's business, the Employee must provide evidence of the vehicle registration and the vehicle insurance policy.
- 23.4 An Employee has the right to refuse to use their own vehicle for the Council's related business.

## **24 On-call arrangements**

- 24.1 An Employee is entitled to payment of an on-call allowance where the Council 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, including not being under the influence of drugs and/or alcohol.
- 24.2 The on-call allowance is to be paid daily when an Employee is on call. These rates are:
  - (a) one hour at the ordinary hourly rate (Monday to Friday)
  - (b) one and a half hours at the ordinary hourly rate for a Saturday
  - (c) two hours at the ordinary hourly rate for a Sunday
- 24.3 An on-call Employee that is recalled to work will be paid for the period of the recall at the ordinary hour rates with the minimum payment of 1 hour.
- 24.4 If the period of the recall places an on-call Employee into an overtime situation, overtime penalty rates will apply.

## **25 External work allowance**

- 25.1 Municipal Officers, Animal Management Workers and Aged Care Workers who work outdoors and/or are subject to dirty work conditions will receive an external work allowance of \$1.34 per hour from the first full pay period commencing on or after the Commencement Date.
- 25.2 External work allowance will not be paid during periods of unapproved leave, annual leave, or unpaid leave.

## **26 Leading hand allowances**

- 26.1 An Employee who is required to supervise other Employees will be paid an allowance in addition to their classification rate of pay, as follows:
  - (a) In charge of between 4 – 11 workers - \$6.75 per day.
  - (b) In charge of between 12 – 20 workers - \$9.01 per day.
  - (c) In charge of more than 20 workers - \$10.20 per day.

- 26.2 This allowance will not apply while the Employee is on annual leave, sick leave or unpaid / unauthorised leave.
- 27 Driver of plant greater than 3 tonnes**
- 27.1 Employees who drive plant or other machinery which is greater than 3 tonnes will receive an allowance of \$3.15 per day that they are required to drive such plant or machinery.
- 27.2 This allowance will not apply while the Employee is absent from work.
- 28 Meal allowance**
- 28.1 Employees who are required to work overtime for more than two hours after the Employee's usual ceasing time will be paid a meal allowance of \$18.23. A further meal allowance of \$18.23 is payable for each additional four hours of continuous overtime.
- 28.2 The meal allowance is not payable:
- (a) Where the Employee has been notified at least 24 hours in advance of the requirement to work overtime.
  - (b) Where the Employee is only required to work less than the time prescribed; or
  - (c) Where a meal is provided by the Council.
- 29 Sleepover allowance**
- 29.1 Employees who, as part of their normal duties, are required to sleepover on the Council's premises in order to supervise an activity or person will be paid a sleepover allowance of \$15.75 per hour.
- 29.2 Payment of the sleepover allowance shall be taken to include payment for any work undertaken during the night unless the work is greater than 1 hour in duration or there are more than 2 call outs during that night.
- 29.3 Where the work is greater than 1 hour or 2 call outs the Employee will be paid the overtime rate for the first two hours at time and a half and then double time after the first two hours
- 29.4 A sleepover shift will not exceed 12 hours.
- 29.5 All sleepovers must be approved by the Employee's Director.
- 30 Shift loadings**
- 30.1 The shift loadings set out in this Section do not apply to Employees working as Community Safety Officers and in Sport and Recreation and Youthlinks.
- 30.2 A shift worker will be paid a loading of 20% for all ordinary hours worked outside of their span of hours for working an afternoon or night shift, other than a shift on a weekend or public holiday, or where clause 30.3. applies.
- 30.3 A shift worker will be paid per shift a loading of 40% for all ordinary hours for working a night shift if the shift worker:
- (a) only works night shift during their period of engagement on shift work;
  - (b) remains on night shift for more than four weeks; or
  - (c) works on a night shift which does not rotate or alternate with another shift, or with day work, so as to give the shift worker at least one third of their working time off night shift in any shift cycle.
- 30.4 Shift workers will be paid at the penalty rate of time and a half for all work performed during the hours between midnight Friday and midnight Saturday and the overtime rate of double

time for all work performed during the hours between midnight Saturday and midnight Sunday. This amount is in substitution for any other shift loading.

30.5 Shift loadings stand alone and are not included as wages for any other purpose under this Agreement.

30.6 For the purpose of this clause, shift work is defined as follows:

- (a) an afternoon shift is a shift whose ordinary hours commence or finish between 6.00 pm and 12 midnight;
- (b) a night shift is a shift whose ordinary hours commence or finish between 12 midnight and 6.00 am;

### 31 **Additional loadings**

31.1 The following loadings will apply to Employees working as Community Safety Officers and in Sport and Recreation and Youthlinks, excluding Employees in those areas who are not working directly with the Community members.

- (a) \$4.56 per hour loading on all ordinary hours that are worked Monday to Friday.
- (b) \$5.47 per hour loading on all ordinary hours that are worked Saturday and Sunday.

31.2 No other penalty rates or loadings will be applicable other than for Public Holidays.

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## **PART E FLEXIBILITY**

### **32 Individual flexibility arrangement**

- 32.1 The Council 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 deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and
    - (v) annual leave loading;
  - (b) the arrangement meets the genuine needs and is genuinely agreed to by the Council and the Employee.
- 32.2 The Council must ensure that the terms of an individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*;
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 32.3 The Council 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 Council 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 employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 32.4 The Council must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (a) The Council and the Employee may terminate the individual flexibility arrangement: by giving no more than 28 calendar days written notice to the other party to the arrangement; or
  - (b) at any time, if the Council and the Employee agree in writing.

### **33 Requests for flexible working arrangements**

- 33.1 Requests for flexible working arrangements are covered under the National Employment Standards.

## **PART F HOURS OF WORK**

### **34 Ordinary hours**

- 34.1 The weekly ordinary hours of work are 38 hours which may be worked as 7.6 hours on each of five days per week, or any combination of longer and shorter days as determined by written agreement between the Council and the Employee subject to business needs and the weekly total being 38 hours.
- 34.2 Existing arrangements such as employees working their ordinary hours over four and a half days will continue unless changed in accordance with this Agreement.
- 34.3 A Part-Time Employee is an Employee who has weekly ordinary hours of less than 38 hours.

### **35 Casual Employees**

- 35.1 A casual Employee is an Employee who has no guaranteed hours of work and can end employment without notice.
- 35.2 The minimum single engagement for a casual Employee is two hours. A casual Employee usually works irregular hours but can work regular hours.
- 35.3 Penalties, including public holiday penalties and overtime, for casual Employees will be calculated on the hourly ordinary time rate for the Employee exclusive of the casual loading.
- 35.4 The casual loading is not paid for overtime hours.

### **36 Right to request Casual Conversion**

- 36.1 The right to request conversion from casual to permanent employment is included in the National Employment Standards in the Fair Work Act.

### **37 Span of ordinary hours**

- 37.1 The span of ordinary hours in which an Employee may be required to work ordinary hours without payment of a penalty payment is 6.00am to 6.00pm, Monday to Friday with the following exceptions:
- (a) For Library Employees, the span of ordinary hours will be 7.00am to 7.00pm Monday to Saturday.
  - (b) For Community Safety Officers, the span of ordinary hours will be 6.00am to 12.00 midnight Monday to Sunday.
  - (c) For all Tennant Creek Youth Centre (Youth Links) Employees and all Sport and Recreation Employees based in all locations, excluding Tennant Creek, the span of ordinary hours will be 8.00am to 10.00pm, Monday to Sunday.
  - (d) For all Swimming Pool and all Waterpark Employees, the span of ordinary hours will be 6.00am to 6.00pm, Monday to Sunday
  - (e) For all Municipal Officer and Animal Management Worker Employees, the span of ordinary hours will be 6.30am to 6.00pm, Monday to Sunday.
- 37.2 An Employee (with the exception of Night/Community Patrol, Sport and Recreation and Youthlinks Employees) who work ordinary hours on a Saturday or Sunday as prescribed in clause 33.1 will be entitled to weekend penalty rates as set out in Section 30.

### **38 Part – Time Employees**

- 38.1 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.
- 38.2 The specification of a Part–Time Employee’s working hours will include the days of the week on which the Employee is to work and normal start and finish times.
- 38.3 The minimum daily hours for a Part–Time Employee is three hours.
- 38.4 An Employee and the Council may agree to changes to the Part–Time Employee’s ordinary hours of work. This can include a short-term increase in ordinary hours, the days of work and the normal start and finish times.
- 38.5 Any agreed variation under this clause will be recorded in writing.
- 38.6 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.

### **39 Rest breaks**

- 39.1 An Employee who works more than 5 hours on any day will be provided with an unpaid meal break of at least 30 minutes and a maximum of 60 minutes. 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 the Employee.
- 39.2 Paid tea breaks of 15 minutes will be provided to Employees as follows:
  - (a) Employees who work up to 5 hours on any day, one 15 minute tea break;
  - (b) for Employees who work more than 5 hours on any day, two 15 minute tea breaks.

### **40 Extreme heat rest breaks**

- 40.1 Where work continues for more than 2 hours in temperatures exceeding 46 degrees Celsius, employees will be entitled to a 20 minute paid rest break after each 2 hours of work until such time at the temperature falls below 46 degrees Celsius.
- 40.2 It is the Council’s responsibility to identify periods where the temperature exceeds 46 degrees Celsius and the duration of those periods.

### **41 Overtime**

- 41.1 Overtime is where the Council requires an Employee to work:
  - (a) On days other than ordinary working days (in accordance with clause 37); or
  - (b) in excess of the maximum ordinary hours on any one day; or
  - (c) in excess of the Employee’s ordinary weekly hours; or
  - (d) during an Employee’s unpaid meal break and thereafter until a meal break is allowed, provided it is authorised by the Council.
- 41.2 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, Monday to Friday;
    - (ii) after 12.00 noon on Saturday;

(iii) all day on a Sunday;

(c) double time and a half for any overtime on a public holiday.

41.3 All overtime must be approved in advance, unless there are extraordinary circumstances such that it was not reasonably practical to seek approval beforehand. In these circumstances the overtime worked still requires approval before the overtime is paid.

41.4 The minimum overtime payment for work that is not continuous with an Employee's ordinary hours is three hours at the relevant overtime rate.

41.5 All overtime worked on a Public Holiday will be subject to a minimum payment of 3 hours work at double time and a half.

## **42 Time Off In Lieu (TOIL)**

42.1 An Employee and the Council may agree to the accrual of time off in lieu of payment of overtime. Where this is the case, the time off in lieu will accrue at the overtime rate.

42.2 Any TOIL that would result in the employee having more than 3 days of TOIL accrued can only occur where an agreement has been reached about the timing of taking any TOIL that is in excess of the 3 days. Where this has been agreed, a change to the timing of the TOIL can only occur with the agreement of both the Council and the Employee.

42.3 Any TOIL held by an employee on termination of employment will be paid to the employee at the overtime rate.

## **43 Rest periods**

43.1 The following provisions apply to an Employee who has not had at least 10 consecutive hours off duty between the end of the Employee's work on one day and the start of the Employee's ordinary hours of work on the next day. These provisions do not apply to casual Employees or to work of less than three hours worked while an Employee is on-call.

43.2 Where an Employee is not able to start work at the Employee's normal starting time because the Employee has not yet had the minimum break between periods of work, the Employee will be paid at the Employee's ordinary hourly rate of pay until the 10 hour break has elapsed.

43.3 Where operational requirements are such that the Employee is required back at work before the 10 hour minimum break has elapsed, the Employee will be paid at double time until the Employee has had a 10 hour break.

## **PART G LEAVE**

### **44 Annual leave**

- 44.1 Annual leave and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.
- 44.2 Annual leave accrues at the rate of 6 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.
- 44.3 An Employee is able to take annual leave, subject to the availability of accrued leave and approval by the Council.
- 44.4 The Council will not unreasonably refuse a request to take annual leave.
- 44.5 Employees may take annual leave at half pay during any period of parental leave.
- 44.6 Employees will not accrue any annual leave during unauthorised absences or unpaid leave that does not count as service.
- 44.7 Employees will be paid their ordinary rate of pay plus an annual leave loading of 17.5 percent while on annual leave.
- 44.8 Casual Employees are not entitled to annual leave.
- 44.9 For the purposes of the National Employment Standards, 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 is regularly rostered to work on Sundays and public holidays. For avoidance of doubt, shiftworkers as defined will be entitled to the same annual leave entitlements as other Employees.

### **Requirements to take annual leave**

- 44.10 Where an Employee has an annual leave balance in excess of 9 weeks, the Council 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 Council may determine the timing of the leave as long as the Employee is given at least 8 weeks' notice.
- 44.11 Where an Employee has an Annual Leave balance in excess of 9 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.
- 44.12 The Council may require an Employee to take annual leave as part of a close-down of its operations such as for Christmas, by giving at least 4 weeks' notice.

### **Cashing out of annual leave**

- 44.13 The Council and an Employee may agree to cash out unused annual leave subject to:
  - (a) a written agreement between the Council and the Employee; and



- (b) the Employee having taken at least 2 weeks annual leave in the previous 12 months or taking at least 2 weeks annual leave at the time of the cashing out; and
- (c) the cashing out not resulting in the Employee's annual leave balance reducing to less than 4 weeks; and
- (d) the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

44.14 Where an Employee cashes out annual leave, the payment will not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

#### **Payment for annual leave on Termination of Employment**

44.15 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 percent annual leave loading.

#### **45 Personal/Carer's leave**

45.1 Personal/Carer's leave and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.

45.2 Personal/Carer's leave is available for the following purposes:

- (a) where the Employee is ill or injured and, as a result is unfit for 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.

45.3 Personal/Carer's leave for Full-Time Employees accrues at the rate of 15 days for each 12 months of work and at a pro rata rate for Part-Time Employees. Personal/Carer's leave accrues on a progressive basis throughout each year.

45.4 Casual Employees are not entitled to paid Personal/Carer's leave.

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

45.6 Employees will be paid their ordinary hourly rate of pay during any period of Personal/Carer's leave.

45.7 Unused Personal/Carer's leave will accumulate from year to year without limit.

#### **Notification of absences**

45.8 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.

45.9 Notification in accordance with clause 40.8 should be to the Employee's immediate supervisor wherever possible.

45.10 The Council may specify the means by which an Employee is required to provide the required notification.

### **Personal/Carer's leave evidence**

- 45.11 Where an Employee takes Personal/Carer's leave due to personal illness or injury, the Employee must provide a medical certificate verifying that the Employee was unfit for work where:
- (a) the Employee is absent from work for 3 or more consecutive days; or
  - (b) the Employee is absent on the day or days immediately before or after a weekend or Public Holiday.
- 45.12 The Council may waive the obligation to provide a medical certificate.
- 45.13 If a medical certificate is not provided when required, the Employee's leave may be unpaid and may be classified as unauthorised.
- 45.14 Where an Employee is unable to provide a medical certificate for reasons beyond the control of the Employee, a statutory declaration may be accepted as an acceptable alternative.
- 45.15 The Council may require the Employee to provide appropriate evidence of the reasons for Personal/Carer's leave where it is for caring or support purposes as follows:
- (a) where the leave is to provide care or support to an ill or injured immediate family or household member – a medical certificate; or
  - (b) where the leave is because of an unexpected emergency affecting an immediate family or household member – a statutory declaration or other form of evidence acceptable to the Council.
- 45.16 An Employee may not take Personal/Carer's leave while on Parental leave.

### **Failure to comply with obligations**

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

### **46 Unpaid Personal/Carer's leave**

- 46.1 Where an Employee does not have any accrued Personal/Carer's leave available, the Employee is entitled to unpaid Personal/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.
- 46.2 The Employee is required to provide the Council with notice of the requirement to take unpaid Personal/Carer's leave as soon as practicable.
- 46.3 The Council may require verification of the reason for taking unpaid Personal/Carer's leave.
- 46.4 Where the Employee does not comply with obligations set out under this clause, 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.

### **47 Compassionate leave**

- 47.1 Compassionate leave and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.

- 47.2 A Full–Time or Part–Time Employee is entitled to paid compassionate leave of 3 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;
  - (b) a child is still born and the child would have been a member of the Employee’s immediate family but for the stillbirth; or
  - (c) the Employee or the Employee’s current spouse or de factor partner has a miscarriage.
- 47.3 Casual Employees are entitled to 2 days unpaid Compassionate leave for the same reasons set out in clause 47.2 .
- 47.4 Compassionate leave may be taken as a block of 3 days or as separate absences totalling 3 days.
- 47.5 An additional 2 days of compassionate leave may be approved by the Council for bereavement reasons where the additional leave is required due to exceptional circumstances. An example of exceptional circumstances is where the Employee is required to spend several days traveling in order to attend the funeral. Compassionate leave for these reasons is at the discretion of the Council.
- 47.6 Compassionate leave for bereavement reasons will also be available where a member of the Employee’s kinship group or extended family has died and that person had a similar relationship to that of an immediate family member. Where this is the case, the onus will be on the Employee to demonstrate that the member of the Employee’s kinship group or extended family had a similar relationship to that of an immediate family member.
- 47.7 An example of where a member of an Employee’s kinship group or extended family had a similar relationship to that of a family member is where the Employee spent most of the Employee’s childhood living with an aunt or uncle. In this case, the aunt or uncle would have a similar relationship to that of a parent and any other children who lived with the Employee during that period would have a similar relationship to that of brothers and/or sisters.
- 47.8 The Council may require an Employee to provide evidence of the reason for taking compassionate leave.
- 47.9 Employees will be paid at their ordinary rate of pay while on compassionate leave.
- 47.10 Where the Employee is unfit for work at the completion of the period of compassionate leave due to grief, the Employee is able to access Personal/Carer’s leave or annual leave where there are available credits.
- 48 Family and Domestic Violence**
- 48.1 This Section summarises the main Family and Domestic Violence Leave provisions that are specified in the National Employment Standards in the Fair Work Act.
- 48.2 These provisions will also apply where an Employee is a victim of sexual violence.
- 48.3 Family and domestic violence means violent, threatening or other abusive behaviour against an Employee by a close relative or a current or former intimate partner or a member of the Employee’s household.

- 48.4 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, the Employee:
- (a) making arrangements for the Employee's safety, or the safety of a close relative (including relocation);
  - (b) attending court hearings;
  - (c) accessing police services;
  - (d) attending counselling;
  - (e) attending appointments with medical, financial or legal professionals.
- 48.5 For the purposes of clause 48.4, "year" is the 12 month period commencing on the Employee's anniversary of their commencement with the Council.
- 48.6 An Employee may be required to provide some form of verification that the Employee has been subjected to family and domestic violence. Appropriate forms of evidence include a letter from the Employee's doctor or legal representative, court documents or police reports. This could include evidence to show that it is not practicable to do something to deal with the family and domestic violence outside the Employee's hours of work.
- 49 Parental leave**
- 49.1 Parental leave and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.
- 49.2 A Full-Time or Part-Time Employee is eligible for parental leave where the Employee has at least 12 months of continuous Service with the Council.
- 49.3 Casual Employees are eligible for unpaid parental leave in some circumstances as defined in the National Employment Standards.
- 49.4 The provisions of this clause relating to adoptions only apply where the child:
- (a) is or will be, under the age of 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.
- 49.5 An Employee is entitled to 12 months parental leave where:
- (a) the leave is associated with:
    - (i) the birth of a child of the Employee or the Employee's spouse or defacto partner; or
    - (ii) the placement of a child with the Employee for adoption; and
  - (b) the Employee has or will have a responsibility for the care of the child.

- 49.6 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.
- 49.7 The first eight weeks of parental leave will be paid at the Employee's ordinary rate of pay, with the remaining time being unpaid. The eight weeks of paid leave may be taken at half pay over a period of 16 weeks.
- 49.8 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.
- 49.9 An Employee is not entitled to Personal/Carer's leave or compassionate leave during any period of unpaid parental leave.

#### **Additional parental leave**

- 49.10 An Employee who has taken parental leave under clause 49.5 may request additional unpaid parental leave up to 24 months after the date of birth or placement of the child.
- 49.11 Where the Employee makes such a request:
- (a) it must be made no later than 4 weeks before the end of the Employee's initial 12 months' parental leave period;
  - (b) must commence immediately following the completion of the Employee's other parental leave; and
  - (c) the Council may only refuse on reasonable grounds.

#### **Return to work guarantee following parental leave**

- 49.12 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 rate to the pre-parental leave position.

#### **50 Supporting partner leave**

- 50.1 An Employee who is the partner of a person who has given birth or is the partner of a primary care giver of an adopted child is entitled to 2 weeks of paid supporting partner leave at the Employee's ordinary rate of pay on the birth of the child or the placement of an adopted child.
- 50.2 This section applies to an adoption where the criteria set out in clause 49.4 apply.

#### **51 Long service leave**

- 51.1 Employees are entitled to long service leave in accordance with the long service leave provisions included in the Long Service Leave Act.
- 51.2 Notwithstanding clause 51.1, where an Employee has at least 7 years of continuous qualifying service and the Employee's employment is terminated, the Employee will be paid the value of a pro rata amount of long service leave.

#### **52 Community service leave**

- 52.1 Community service leave and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards.

#### **53 Trade union training leave**

- 53.1 For the purpose of assisting Employees to understand their rights and entitlements under this Agreement and improving industrial relations, the Council shall, subject to the

provisions of this clause, provide an Employee who is a nominated union delegate with up to five days' paid leave per annum to attend union training courses conducted by the Union or approved by the Union.

53.2 The approval for an Employee to attend a training course shall be subject to:

- (a) The operational requirements of Barkly Regional Council. Such approval shall not be unreasonably withheld;
- (b) A maximum of five days of leave per financial year for any individual organisational unit as defined by clause 53.3;
- (c) All other costs of the training being met by the Union.

53.3 For the purposes of clause 53.2(b), the organisational units are:

- (a) Tennant Creek;
- (b) Ali Curung;
- (c) Alpurrurulam;
- (d) Ampilatwatja and Arlparra;
- (e) Elliott; and
- (f) Wutunugurra.

53.4 An Employee seeking to take trade union training leave must:

- (a) Have completed at least twelve months' continuous service prior to taking trade union training leave; and
- (b) Have been nominated by the Union to attend the course for which the leave is sought.

53.5 An Employee will only be paid for the period of trade union training leave if in normal circumstances the Council has received at least four weeks' written notice of nomination of the Employee by the Union, setting out the times, dates, content and venues of the course.

53.6 An Employee on trade union training leave will be paid the Employee's base rate of pay.

53.7 Leave granted under this Clause will count as service for all purposes.

## **54 Ceremonial Leave**

54.1 An Employee is entitled to up to 10 days leave per 12 month period for approved ceremonial leave which may be taken as leave without pay or as paid ceremonial leave or a combination of both.

54.2 The paid ceremonial leave can be drawn from Personal/ Carer's leave or as Annual Leave entitlements, subject to any use of Personal/Carer's leave being limited to leave that has accrued in excess of the Employee's entitlement under the National Employment Standards.

54.3 Approval for ceremonial leave will be in accordance with the accepted practice of the particular region in which the Employee resides.

54.4 The Council may seek the advice of a third party to determine an entitlement under clause 54.3.

54.5 Where an Employee has taken 10 days of ceremonial leave in a year, the Council may approve an additional 5 days of unpaid ceremonial leave.

## **55 Travel**

- 55.1 Employees who are based within the Barkly Regional Council boundaries will be entitled to 2 days of paid travel leave each year to be used in conjunction with annual leave. This applies to time spent travelling outside the Employee's home Community in connection with a period of annual leave.
- 55.2 Travel leave will be accrued upon an Employee completing 12 months of continued service.
- 55.3 Travel leave does not accumulate from year to year if it is unused.
- 55.4 The Employee will be required to provide evidence of the time spent travelling.

## **56 Leave without pay**

- 56.1 The Council 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 paid leave available and there is an expectation that the Employee participates in cultural or religious activities, subject to reasonable limits on the amount of leave taken;
  - (c) for any other circumstances as approved by the Council.
- 56.2 Leave without pay approved under this clause will not count as service for any purpose.

## **57 Public holidays**

- 57.1 Public holidays and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.
- 57.2 The following public holidays will apply under this Agreement:
  - (a) New Years Day
  - (b) Australia Day
  - (c) ANZAC Day
  - (d) Good Friday
  - (e) Easter Saturday
  - (f) Easter Monday
  - (g) May Day
  - (h) King's Birthday
  - (i) Picnic Day
  - (j) Show Day
  - (k) Christmas Day
  - (l) Boxing Day
  - (m) Any other day declared by or under a law of the Northern Territory to be observed generally within the Northern Territory, or a region of the Northern Territory, as a public holiday by people who work in the Northern Territory or region of the Northern Territory.

- 57.3 An Employee and the Council may agree in writing to the substitution of a nominated public holiday for another nominated day. Where this occurs, the substituted public holiday will be a normal day of work and no penalty payment provisions will apply and the other day nominated by the Employee will be treated as a public holiday for all purposes. This agreement must be submitted to the Council at least 4 weeks prior to the public holiday.
- 57.4 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 their ordinary base rate of pay as if the Employee had worked that day.
- 57.5 An Employee working on a public holiday, other than a public holiday that has been substituted in accordance with clause 57.3 will be paid at the rate of double time and a half, with a minimum payment of 3 hours.
- 57.6 An Employee who is on unpaid leave or an unauthorised absence for a period that includes a public holiday will not be paid for the public holiday.



## **PART H    EMPLOYEE DEVELOPMENT**

### **58    Employee study or training**

- 58.1 Employees may apply for reasonable study leave to undertake courses of study that are additional to the training and development opportunities directed by the Council.
- 58.2 Approval by the Council is subject to the course(s) complementing Council's goals and strategies and being relevant to the work of the Employee.

### **59    Study leave**

- 59.1 Once approval has been obtained, Employees undertaking Council approved courses or attending training shall be permitted time off with pay to attend lectures and such time as necessary for practical training during normal working hours, subject to the condition that each study leave does not impact upon the Employee's organisational commitments.
- 59.2 An Employee will be entitled to up to 2 hours weekly paid study leave as per clause 59.1. The locations for Employee to attend their paid study leave will be a Council facility (eg. Library, council training rooms) or a registered training organisation.
- 59.3 The 2 hours weekly study leave can accumulate up to a maximum of 7.6 hours to be paid at normal time and cannot incur overtime. The scheduled study leave has to be agreed by both the Council and the Employee and the training is to be attended at a Council facility or a registered training organisation.
- 59.4 Travel for attendance at conferences or training outside the Employee's rostered days (Saturday or Sunday) will be recognised as being Council time and will be credited as time off in lieu on an hour for hour basis. This time off in lieu requires the approval of the Council before attending the scheduled conference or training.
- 59.5 Study leave will expire at the completion of the unit of study or the withdrawal from the unit of study.
- 59.6 If the Council has provided the 2 hours weekly study leave and the Employee has failed the unit of study or has been terminated from their position with Council, the Council may request the reimbursement of any uncompleted study fees.

### **60    Multi – Hire agreement**

- 60.1 Multi – hire agreements are designed to allow Employees to access supplementary employment within the Council where it might not be otherwise be available.
- 60.2 A multi – hire agreement is where an Employee may, by a separate contract of employment with Council, work on a casual basis in a secondary position (which may have a pay level different from their primary classification) at times when they are not rostered (either as ordinary hours or overtime) to work in their primary position.
- 60.3 The rate of pay for the multi – hire agreement will be the appropriate rate for the secondary position held.
- 60.4 When engaging in the secondary position:
  - (a) the classification of the Employee's primary position will not be affected;
  - (b) the Employee's leave entitlements will not be affected;
  - (c) the multi – hire agreement must not interfere with the Employee's primary position;
  - (d) the multi – hire agreement must not replace local employment opportunities.

- 60.5 Overtime provisions for the primary position do not apply whilst an Employee is engaged in the secondary position and there is no entitlement to a meal allowance due to the multi – hire agreement.
- 60.6 Multi –hire agreements are not intended to avoid paying overtime. A multi – hire position does not arise where the Council directs the Employee to work extra duties and does not extend to work performed by the Employee within the Employee's primary position.
- 60.7 An Employee may not be engaged for more than 92 hours per fortnight within a multi – hire agreement.
- 60.8 Employees in a multi – hire agreement are required to submit a separate timesheet for the secondary position.
- 61 **Employee Assistance Provider**
- 61.1 Employees are entitled to up to six 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.

## PART I CONSULTATION

### 62 Consultation

62.1 This clause 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 Employee; or
- (b) purposes to introduce a change to the regular roster or ordinary hours of work of Employees.

62.2 For a major change referred to in clause 62.1(a):

- (a) the Council must notify the relevant Employee of the decision to introduce the major change; and
- (b) clauses 62.3 to 62.8 will apply.

62.3 The Employee may appoint a representative for the purpose of the procedures in this clause.

62.4 If:

- (a) a relevant Employee appoints a representative for the purpose of consultation; and
- (b) the Employee advises the Council of the identity of the representative;
- (c) the Council must recognise the representative.

62.5 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 purpose 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.

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

62.7 The Council must give prompt and genuine consideration to matters raised about the major change by the relevant Employee.

62.8 If a clause 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 sub-clauses 62.2(a), 62.3 and 62.5 are taken not to apply.

62.9 In this clause, 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 relocate Employees to another workplace; or
- (f) the need to retrain Employees; or
- (g) the restructuring of a position / job.

62.10 Change to regular roster or ordinary hours of work:

- (a) the Council must notify the relevant Employee of the proposed change; and
- (b) clauses 62.11 to 62.15 will apply.

62.11 The relevant Employees may appoint a representative for the purposes of and the procedures in this clause.

62.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and
- (b) the Employee advises the Council of the identity of the representative;
- (c) the Council must recognise the representative.

62.13 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
- (b) for the purpose of the discussion provide 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; 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).

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

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

62.16 In this clause, relevant Employees means the Employees who may be affected by a change referred to in clause 62.1.

## PART J REDUNDANCY

### 63 General

- 63.1 Redundancy pay and related matters for Employees covered under this Agreement are set out and provided for in the National Employment Standards. This clause supplements or deals with matters incidental to the National Employment Standards provisions.
- 63.2 Subject to the provisions of this clause, an Employee is entitled to redundancy pay where the Employee is terminated by the Council because the position is no longer required.

### 64 Redeployment

- 64.1 The Council will make reasonable efforts to redeploy Employees who would otherwise be terminated by reason of redundancy.
- 64.2 The Council 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 the Employee would have been entitled to if made redundant.

### 65 Redundancy payments

- 65.1 Where an Employee is not able to be redeployed and the Employee is terminated by reason of redundancy, the Employee is entitled to the following redundancy payments:

Employees period of Continuous Service with the Council 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
9 years and over	16 weeks

- 65.2 An Employee who is terminated by reason of redundancy will also be provided the notice of termination of employment that is required in clause 71 and may be paid in lieu of all or part of that notice.
- 65.3 An Employee is entitled to finish employment with the Council during the notice period. Where this occurs, the Employee will not be paid for the part of the notice that was not worked, but the redundancy payments and other termination payments will be calculated as though the Employee worked for the entire notice period.
- 65.4 For the purposes of this clause, "weeks' pay" means the Employee's ordinary base weekly rate of pay and does not include any allowances or higher duties allowance.
- 65.5 Casual Employees are not entitled to redundancy payments.

**66 Job search entitlement**

- 66.1 Where the Council provides an Employee (other than a casual Employee) with notice of termination, the Employee is entitled to up to one day off with pay each week in order to look for another job. The time off is to be taken at times that are convenient to the Employee after consultation with the Council.
- 66.2 If the Employee is allowed time off under this clause of more than one day, the Employee must, on request by the Council, produce proof of attendance at an interview. A statutory declaration is sufficient for these purposes.
- 66.3 Where an Employee does not provide proof of attendance at an interview as required by clause 66.2, the Employee is not entitled to payment for that time.

## **PART K    TERMINATION OF EMPLOYMENT**

### **67    Termination without notice**

- 67.1 The Council may terminate an Employee without notice where the Employee is terminated on the grounds of serious misconduct as defined by the Fair Work Act and Regulations.
- 67.2 Examples of serious misconduct included in the Fair Work Regulations as at the Commencement Date are:
- (a) Wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of employment;
  - (b) Conduct that causes serious and imminent risk to the health or safety of a person, or the reputation or viability of the Council;
  - (c) Where the following conduct engaged in by the Employee was conduct that made employment during the notice period unreasonable:
    - (i) Theft;
    - (ii) Fraud;
    - (iii) Assault;
    - (iv) Being intoxicated at work – that is, where the Employee was under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of a person lawfully authorised to administer the drug) and the Employee’s faculties were so impaired that the Employee is unfit to be entrusted with the Employee’s duties;
    - (v) The Employee refused to carry out a lawful and reasonable instruction that is consistent with the Employee’s contract of employment.

### **68    Abandonment of Employment**

- 68.1 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 resigned their employment with effect from the end of the five consecutive working days.
- 68.2 The Council will make reasonable efforts to contact the Employee before actioning the Employee’s resignation.
- 68.3 Where the Employee is regarded as having resigned as set out in clause 68.1, the Council will write to the Employee at their last known address advising the Employee of this.

### **69    Imprisonment**

- 69.1 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 the Employee’s employment should not be terminated.
- 69.2 For the purposes of clause 69.1, “imprisoned” includes where the Employee is incarcerated on remand.

## **70 Termination payments**

- 70.1 Where an Employee ceases employment with the Council, the Employee will receive payment for any unused 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 pay including any allowances that would have continued to be payable during the period except as otherwise provided under the Long Service Leave Act.

## **71 Notice of termination**

- 71.1 The Council will, subject to clause 67.1, provide Employees (other than casual Employees) with the following notice of termination of employment:

During the first year of employment	1 week's notice
More than 1 years and up to 3 years of service	2 weeks' notice
More than 3 years and up to 5 years of service	3 weeks' notice
More than 5 years of service	4 week' notice

- 71.2 The notice periods in clause 71.1 will be increased by one week where the Employee is over 45 years of age and has at least 2 years of continuous service.
- 71.3 The Council may pay the Employee in lieu all or part of the notice period that was given.
- 71.4 Employees are required to provide the same notice of resignation as that required of the Council, other than the additional week for Employees who are over 45 years of age.
- 71.5 If an Employee who is at least 18 years old does not give the period of notice required under clause 71.4, the Council may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee.

## **72 Job search entitlement**

- 72.1 Where the Council 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 time off is to be taken at times that are convenient to the Employee after consultation with the Council.



## **PART L DISPUTE RESOLUTION**

### **73 Procedures for preventing and settling disputes**

73.1 If a dispute relates to:

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

73.2 This clause sets out the procedures to settle the dispute.

73.3 An Employee who is a party to the dispute may appoint a representative for the purpose of procedures in this clause.

73.4 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. If parties cannot resolve the dispute through discussions with the manager and/or supervisor the dispute will be escalated to the Human Resources department.

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

73.6 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.

73.7 While the parties are trying to resolve the dispute, use the procedures in clause 73.6(a) and 73.6(b):

- (a) an Employee must continue to perform their work as they would normally, unless the Employee has a reasonable concern about imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Council 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 suitable for the Employee's skills and experience;
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

## Appendix 1 – Wage Rates

### Hourly rate of pay

Level	Pay Point	Prior to Comm. Date	From Sept 2023
1	1	\$22.46	
	2	\$22.99	\$24.14
	3	\$23.53	\$24.70
2	1	\$24.07	\$25.27
	2	\$24.61	\$25.84
	3	\$25.14	\$26.40
	4	\$25.81	\$27.10
	5	\$26.11	\$27.41
3	1	\$26.62	\$27.95
	2	\$27.29	\$28.66
	3	\$27.96	\$29.36
	4	\$28.64	\$30.07
	5	\$29.30	\$30.76
4	1	\$29.84	\$31.33
	2	\$30.62	\$32.15
	3	\$31.19	\$32.75
	4	\$31.73	\$33.32
	5	\$32.27	\$33.88
5	1	\$32.93	\$34.58
	2	\$33.61	\$35.29
	3	\$34.28	\$35.99
	4	\$35.08	\$36.84
	5	\$35.37	\$37.14
6	1	\$35.90	\$37.70
	2	\$36.56	\$38.39
	3	\$37.24	\$39.10
	4	\$37.91	\$39.80
	5	\$38.04	\$39.95
7	1	\$38.59	\$40.51
	2	\$39.39	\$41.36
	3	\$40.19	\$42.20
	4	\$41.13	\$43.19
	5	\$41.38	\$43.45
8	1	\$41.94	\$44.04
	2	\$42.75	\$44.88
	3	\$43.19	\$45.35
9	1	\$43.97	\$46.16
	2	\$45.04	\$47.29
	3	\$46.25	\$48.56

## Fortnightly rate of pay

Level	Pay Point	Prior to Comm. Date	From Sept 2023
1	1	\$1,706.59	
	2	\$1,746.92	\$1,834.26
	3	\$1,788.05	\$1,877.45
2	1	\$1,829.18	\$1,920.64
	2	\$1,870.32	\$1,963.83
	3	\$1,910.64	\$2,006.17
	4	\$1,961.45	\$2,059.52
	5	\$1,984.03	\$2,083.24
3	1	\$2,022.75	\$2,123.88
	2	\$2,074.36	\$2,178.08
	3	\$2,125.18	\$2,231.43
	4	\$2,176.79	\$2,285.63
	5	\$2,226.80	\$2,338.14
4	1	\$2,267.93	\$2,381.33
	2	\$2,326.80	\$2,443.14
	3	\$2,370.36	\$2,488.87
	4	\$2,411.49	\$2,532.06
	5	\$2,452.62	\$2,575.25
5	1	\$2,502.63	\$2,627.76
	2	\$2,554.24	\$2,681.95
	3	\$2,605.05	\$2,735.31
	4	\$2,666.35	\$2,799.67
	5	\$2,688.12	\$2,822.53
6	1	\$2,728.45	\$2,864.87
	2	\$2,778.45	\$2,917.38
	3	\$2,830.07	\$2,971.58
	4	\$2,880.88	\$3,024.93
	5	\$2,891.37	\$3,035.94
7	1	\$2,932.50	\$3,079.12
	2	\$2,993.80	\$3,143.48
	3	\$3,054.28	\$3,207.00
	4	\$3,126.06	\$3,282.37
	5	\$3,144.61	\$3,301.84
8	1	\$3,187.36	\$3,346.73
	2	\$3,248.65	\$3,411.09
	3	\$3,282.53	\$3,446.66
9	1	\$3,341.40	\$3,508.47
	2	\$3,422.86	\$3,594.01
	3	\$3,514.81	\$3,690.55

## Annual rate of pay

Level	Pay Point	Prior to Comm. Date	From Sept 2023
1	1	\$44,371.40	
	2	\$45,419.87	\$47,690.87
	3	\$46,489.32	\$48,813.78
2	1	\$47,558.76	\$49,936.70
	2	\$48,628.20	\$51,059.61
	3	\$49,676.67	\$52,160.51
	4	\$50,997.75	\$53,547.64
	5	\$51,584.90	\$54,164.14
3	1	\$52,591.43	\$55,221.00
	2	\$53,933.48	\$56,630.15
	3	\$55,254.55	\$58,017.28
	4	\$56,596.60	\$59,426.43
	5	\$57,896.71	\$60,791.54
4	1	\$58,966.15	\$61,914.46
	2	\$60,496.92	\$63,521.77
	3	\$61,629.27	\$64,710.74
	4	\$62,698.72	\$65,833.65
	5	\$63,768.16	\$66,956.57
5	1	\$65,068.27	\$68,321.68
	2	\$66,410.31	\$69,730.83
	3	\$67,731.39	\$71,117.96
	4	\$69,325.07	\$72,791.32
	5	\$69,891.24	\$73,385.81
6	1	\$70,939.72	\$74,486.70
	2	\$72,239.82	\$75,851.82
	3	\$73,581.87	\$77,260.96
	4	\$74,902.95	\$78,648.09
	5	\$75,175.55	\$78,934.33
7	1	\$76,244.99	\$80,057.24
	2	\$77,838.67	\$81,730.61
	3	\$79,411.38	\$83,381.95
	4	\$81,277.67	\$85,341.55
	5	\$81,759.96	\$85,847.96
8	1	\$82,871.35	\$87,014.91
	2	\$84,465.03	\$88,688.28
	3	\$85,345.74	\$89,613.03
9	1	\$86,876.51	\$91,220.34
	2	\$88,994.43	\$93,444.15
	3	\$91,384.95	\$95,954.20

## Appendix 2 – Classifications

This award structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require Employees to hold, maintain and provide evidence of appropriate licenses, certificates and/or tickets for the operation of machinery, plant and/or tools.

### 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 coordinated 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 at 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 two 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) a trade certificate or equivalent;
- b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
- c) 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 coordinating 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:

- a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
- b) 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 Council 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:

- a) diploma or advanced diploma; or
- b) 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 Council'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 Council.

**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 Council on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Council and have significant impact upon external parties dealing with the Council. 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 Council 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 Council 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 Council and to liaise with external bodies.

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

Approved Assessor	a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System
Assessment instrument	the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System
Disability Support Pension	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
Relevant minimum wage	the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged
Supported Wage System	a process for reliable and independent work productivity assessments to enable people whose productivity is reduced as a result of their disability to obtain employment.
SWS wage assessment agreement	means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate

### 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 the receipt of a Disability Support Pension.
- 2.2 Clause 2.1 does not apply to any existing Employee who has a claim against the Council 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 Council's 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 Council 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 not be less than \$102.00 per week or any higher amount determined by the Fair Work Commission or its successor:

<b>Assessed Capacity</b>	<b>Percentage of Prescribed Agreement Rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 3.2 A high degree of assistance and support will be provided where a person's assessed capacity is 10%.

#### **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 by an approved assessor, having consulted the Council and the Employee and if the Employee so desires, a union which the Employee is eligible to join.
- 4.2 Assessments made under this appendix must be documented in a SWS wage assessment agreement, and retained by the Council as a time and wages record in accordance with the Fair Work Act 2009.

#### **5. Lodgement of SWS wage assessment agreement**

- 5.1 All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the Agreement wage to be paid to the Employee must be lodged by the Council with the Fair Work Commission.
- 5.2 All SWS wage assessments must be agreed and signed by the Employee and Council 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 Fair Work Commission within 10 working days.

#### **6. Review of assessment**

- 6.1 The assessment of the applicable percentage should be the subject to annual reviews or earlier on the basis of a reasonable request for such a review. The process of the 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 \$102.00 per week or any higher amount determined by the Fair Work Commission or its successor. Work trials should include induction or training as appropriate to the job being trialled.
- 9.4 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 in this appendix.

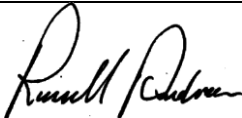
## SIGNATURE PAGE

Enterprise agreement made under the Fair Work Act 2009:

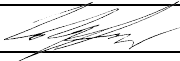
### Formal acceptance of this Agreement

This Agreement is made and approved under the Fair Work Act 2009. By signing below, Barkly Regional Council and Employee's are bound by this Agreement signify their agreement to its terms.

### Signed for and on behalf of the Council:

Signature:	
Date:	25 September 2023
Name: (please print)	Russell Anderson
Position Title	Chief Executive Officer
Address:	41 Peko Road Tennant Creek NT

### Signed by the Bargaining Representative for the Employees:

Signature:	
Date:	27/09/2023
Name: (please print)	Godfrey Moase
Position Title	Director - United Workers Union
Address:	833 Bourke Street, Docklands Vic 3008

# **ANNEXURE A**

## **IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2023/3471

**Applicant:**

Barkly Regional Council

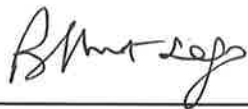
Section 185 – Application for approval of a single enterprise agreement

### **Undertaking- Section 190**

I, Romeo Mutsago, Acting Chief Executive Officer of the Barkly Regional Council have the authority given to me by Barkly Regional Council to provide this undertaking in relation to the application before the Fair Work Commission and give the following undertakings with respect to the Barkly Regional Council Enterprise Agreement 2023 ("the Agreement"):

1. Employees working as Sport and Recreation officers, Youthlinks employees and Community Safety Officers will be classified at no lower than Level 2.
2. Employees working as Community Safety Officers, Sport and Recreation employees working directly with the Community members and Youthlinks employees who work on a weekend will be paid a penalty rate of 50 per cent for ordinary hours worked after 10.00 pm on a Saturday and 75 per cent for any hours worked after 10.00 pm on a Sunday.
3. Employees who are required to work a sleepover will be paid for the sleepover the higher of:
  - a. \$15.75 per hour; or
  - b. \$13.09 per hour plus an additional allowance of:
    - i. \$26.18 per sleepover on Monday to Friday;
    - ii. \$39.27 per sleepover on Saturday;
    - iii. \$52.36 per sleepover on Sunday.

**Signature**



**Romeo Mutsago**  
**Acting Chief Executive Officer**

**Date** 6/10/2023