



Victoria Daly
REGIONAL COUNCIL

**VICTORIA DALY REGIONAL COUNCIL
ENTERPRISE AGREEMENT
2015 - 2017**

Victoria Daly Regional Council Enterprise Agreement 2015 – 2017 - Undertakings

The Victoria Daly Regional Council makes the following undertakings in relation to the *Victoria Daly Regional Council Enterprise Agreement, 2015 – 2017*.

1. An employee will only be placed on an annualised salary under clause 13.2 of the Agreement where:
 - a. the employee agrees to be placed on the annualised salary;
 - b. the annualised salary is at least 5 per cent higher than the base salary that would otherwise apply to the employee and must be no less than the amount the employee would have received under the *Local Government Industry Award 2010* over the year for which the salary is paid;
 - c. the annualised salary will be reviewed by the Council at least annually to ensure the salary is appropriate having regard to amounts the employee would be paid under the *Local Government Industry Award 2010*;
 - d. the agreement to the annualised salary is in writing and signed by both the employee and the Chief Executive Officer and include the following content:
 - i. confirmation that the employee will not be paid less than if covered by the *Local Government Industry Award 2010*;
 - ii. that the annualised salary will be subject to an annual review;
 - iii. details of any salary package arrangements including the annual salary that will be payable;
 - iv. details of any other non-salary benefits provided to the employee;
 - v. details of any performance pay arrangements and performance measurement indicators;
 - vi. the classification of the employee;
 - e. the agreement to the annualised salary may be terminated:
 - i. by the Chief Executive Officer or the employee giving four weeks' notice of the termination in writing to the other party; or
 - ii. at any time, by written agreement between the employer and the employee;
 - f. the employee will revert to the agreement entitlements on termination of the annualised salary agreement unless a new annualised salary agreement is reached.

2. Where an employee is part-time, there will be a written agreement between the employee and the Council that includes:
 - a. the regular pattern of work;
 - b. the hours worked each day;
 - c. the days of the week the employee will work; and

- d. where practicable, the actual starting and finishing times each day.
3. Any variation to agreed part-time hours of work will be recorded in writing.
 4. Cashing out of annual leave under clause 45.8 will only occur where:
 - a. each cashing out of an amount of annual leave is by a separate agreement in writing between the employee and the Council; and
 - b. the employee is paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.
 5. The definition of *household* included in Appendix 3 of the Agreement is taken to not be part of the Agreement.

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

- 1.1 This Agreement shall be known as the Victoria Daly Regional Council Enterprise Agreement, 2015 - 2017.

2. Coverage and application

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

- (a) the Victoria Daly Regional Council; and
- (b) all employees of the Council except the Chief Executive Officer and any employee who is paid above the High Income Threshold.

- 2.2 The Agreement also covers United Voice and the Australian Services Union where the FWC notes in its decision that either or both of the unions are covered by the Agreement.

3. Agreement Objectives

- 3.1 The objectives of this Agreement are to:

- (a) support the establishment of a high performance, high trust organisation through a partnership between the Council, employees and the communities;
- (b) support the delivery of high quality services to the communities and to employees of the Council;
- (c) contribute to the development of a workplace culture that is conducive to change with a commitment to continuous improvement;
- (d) encourage the development of higher level skills, innovation and excellence;
- (e) provide affordable pay and conditions that are an effective balance between the need of the Council and its employees.

4. Categories of employment

- 4.1 Employees of the Council are employed in one of the following categories:

- (a) permanent employees; or
- (b) temporary employees; or
- (c) casual employees.

- 4.2 A temporary employee is one whose employment is subject to a specified end date or for a specified task unless terminated earlier by either the CEO or the employee.

4.3 A casual employee is one whose daily and/or weekly hours of work are uncertain and/or expected to change from time to time.

5. Commencement and duration

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

5.2 The nominal expiry date is 30 June 2017.

5.3 The Council will commence negotiation of a replacement Enterprise Agreement no later than 1 April 2017.

6. Delegations

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

6.2 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.

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

7. Allocation of duties

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

8. Interpretation

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

8.2 In this Agreement, unless the context otherwise indicates:

(a) a reference to:

(i) the singular includes the plural and the plural includes the singular;

(ii) one gender includes any other gender; and

(iii) a Part, Section, clause, sub-clause or paragraph is to a Part, Section, clause, sub-clause or paragraph in this Agreement;

(b) headings are for convenience only and do not affect the interpretation of this Agreement; and

(c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

PART B. REMUNERATION

9. Pay rates

- 9.1 The rates of pay for Council employees are set out in Appendix 1 of this Agreement.
- 9.2 Where there is any inconsistency between the provisions of this Part and rates set out in Appendix 1, the provisions of this Part will prevail.

10. Method of payment

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

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

11. Pay increases

- 11.1 Rates of pay will not increase under this Agreement due to the budget position of the Council.
- 11.2 Where the budget position of the Council improves significantly during the life of the Agreement, the Council will give consideration to a pay increase of up to 2 per cent per year, subject to any increase not resulting in a budget overspend. Any pay increase arising from this consideration will not be backdated.

12. Casual loading

- 12.1 Casual employees shall receive a 25 per cent loading on their base Hourly Rate of Pay in lieu of access to all forms of paid leave (other than Long Service Leave) and payment for public holidays on which the employee is not required to work.

13. Annualised salaries

- 13.1 This Section only applies to employees classified at Level 7 and above.
- 13.2 The CEO may elect to place an employee at Level 7 and above on an annualised salary. Where this is the case, the employee's annual salary will have the following two components:
- (a) a base salary as set out in Appendix 1, including any pay point advancement for which the employee is entitled under clause 18.1;
 - (b) an additional payment in lieu of payment for any:
 - (i) additional hours the employee is required to work;
 - (ii) allowances of a non-reimbursement nature other than remote locality allowance; and
 - (iii) penalty rates for work outside the span of hours, on weekends or on a public holiday.

- 13.3 In determining the amount of the additional payment under clause 13.2, the CEO will take into account:
- (a) the number of additional hours the employee is likely to be required to work;
 - (b) the extent to which the employee will be on call outside of normal working hours; and
 - (c) the likelihood that the employee will be required to work at night or on weekends.
- 13.4 Where an employee is placed on an annualised salary under clause 13.2, the additional payment will be reviewed each year taking into account:
- (a) the employee's performance and conduct over the previous 12 months; and
 - (b) relevant work related factors affecting the number of hours the employee works and the nature of those hours, including the extent to which the employee is required to work at night and on weekends.
- 13.5 Where an employee is placed on an annualised salary, the additional payment must be at least 5 per cent of the employee's base salary and must be at least sufficient to ensure that the employee's total remuneration is more than would otherwise be paid under the Award.

14. Salary on commencement of employment or promotion

- 14.1 Where an employee commences employment in the Council or is promoted to a higher classification level, salary will be payable at the minimum pay point for the employee's classification level unless the CEO or delegate determines that a higher pay point is reasonable in the circumstances.

15. Salary sacrifice

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

16. Superannuation

- 16.1 The Council will make superannuation contributions in accordance with relevant legislation in place at any particular time.
- 16.2 Where permitted by legislation, an employee may nominate a superannuation fund.
- 16.3 The default fund where an employee does not choose a superannuation fund will be Statewide Super (formerly known as the South Australian Local Government Superannuation Scheme).

PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT

17. Classification Structure

- 17.1 The Council's classification structure is as set out in Appendix 1.
- 17.2 Employees may seek a review of their classification level. Where an employee does not agree with the outcome of a review of the employee's classification level, the employee may raise this as a dispute under Section 69.

18. Pay point advancement

- 18.1 This Section does not apply to casual employees.
- 18.2 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) is assessed as having performed at a satisfactory level or higher over the previous 12 months;
 - (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.
- 18.3 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.
- 18.4 Where an employee is eligible for pay point advancement in accordance with clause 18.2, the Council is required to assess the employee's performance to allow application of criterion (d) in clause 18.2.
- 18.5 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.

19. Traineeships and Apprentices

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

20. Supported wage system

- 20.1 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 2.

21. Higher duties

- 21.1 Where an employee is required to temporarily perform a job at a higher classification level for one or more days, the employee will be paid at the minimum pay rate for that higher level. However, the Council will not normally fill a vacant position with an employee on higher duties for periods of less than one week.
- 21.2 Higher duties will continue to be paid during a period of leave unless another employee is placed on higher duties in the position during the period of leave.

PART D. PERFORMANCE MANAGEMENT AND CODE OF CONDUCT

22. Performance Management Framework (PMF)

- 22.1 The PMF has the following aims:
- (a) identification of learning and development needs for employees;
 - (b) clarity about the performance expectations of each employee;
 - (c) a means by which employees are informed about their level of performance compared with the performance expectations; and
 - (d) identification and effective management of underperformance.
- 22.2 Performance assessments under the PMF will be the basis for determining whether an employee has performed at a satisfactory level for the purposes of pay point advancement under Section 18.

23. Code of Conduct

- 23.1 All employees are expected to familiarise themselves and comply with the Council's Code of Conduct.
- 23.2 Where there is an allegation that an employee has breached the Code of Conduct, the CEO or delegate will determine whether the allegation is true taking into account the available evidence and after providing the employee with the opportunity to respond to the allegation.
- 23.3 The CEO may suspend an employee with pay where an allegation of a serious breach of the Code of Conduct has been made where the CEO considers that it would not be appropriate for the employee to continue to attend work while the allegation is being investigated.
- 23.4 Changes to the Code of Conduct will not be made without first consulting with employees about proposed changes.

24. Abandonment of Employment

- 24.1 An employee will be considered to have abandoned the employee's employment where the employee is absent from work for at least five consecutive days without reasonable cause and without notifying the Council of the absence.
- 24.2 Where an employee is considered to have abandoned the employee's employment, the employee's employment will terminate from a date determined by the CEO.
- 24.3 Any correspondence to the employee relating to abandonment of employment will be sent to the last known address of the employee.

25. Imprisonment

- 25.1 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.

PART E. SPECIAL WORK ARRANGEMENTS AND ALLOWANCES

26. Remote Area Allowance

- 26.1 A Remote Area Allowance will be paid to employees according to their work location as follows:
- (a) Katherine and Pine Creek Ward - \$2,058 per annum;
 - (b) Timber Creek Ward (including Bulla and Amanbidji) and Milngin Ward (including Nauiyu) - \$3,601 per annum;

- (c) Daguragu Ward (including Kalkarindji and Lajamanu) and Walangeri Ward (including Yarralin and Pigeon Hole) - \$5,145 per annum.

26.2 The Remote Area Allowance will be paid as a fortnightly payment, calculated by dividing the annual amount by 26.

26.3 Employees who are part-time at the commencement of this Agreement will continue to be paid the full amount of Remote Area Allowance. Employees who become part-time after the commencement of this Agreement, either by converting from full-time to part-time or through engagement as a part-time employee, will be paid the Remote Area Allowance on a pro rata basis.

26.4 Casual employees will be paid the Remote Area Allowance on a pro rata basis.

27. First Aid Officers

27.1 A First Aid Allowance will be paid to an employee who:

- (a) holds a current first aid qualification issued by the St John's Ambulance Association or the Australian Red Cross Society or equivalent qualification; and
- (b) is appointed by the CEO or delegate as a First Aid Officer.

27.2 The First Aid Allowance amount will be equal to \$28.00 per fortnight for a full-time employee and a pro rata amount for a part-time employee.

27.3 First Aid Allowance will continue to be paid during Annual Leave and Sick and Carer's Leave.

28. Work related travel

28.1 Where an employee is required by the Council to travel on Council business and is required to be away from home overnight:

- (a) commercial accommodation, where available, will be paid for by the Council; and
- (b) the employee will be entitled to payment of a travel allowance covering meals and incidentals at the amount set by the Australian Taxation Office for that financial year.

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

28.3 An example of how the exception in clause 28.2 will apply is where an employee is required to be in Darwin overnight and the employee's breakfast is paid for by the Council as part of the accommodation. In this case, the employee will receive travel allowance for lunch, dinner and incidentals only.

28.4 Where an employee is required by the CEO or delegate to be away from home overnight in a location where there is no commercial accommodation available and the employee is required to stay in a camp, the employee will be paid the incidentals component of the travel allowance in all

cases. The meals component of the travel allowance will also be paid where the employee is required by the CEO or delegate to pay for and take food supplies to the camp.

28.5 Where an employee is required to work away from the employee's locality without a requirement to stay overnight and the employee is away for more than 12 hours due to work requirements, the Council will reimburse the employee for reasonable costs of purchasing a meal or food to make a meal on presentation of receipts.

29. Use of Private Motor Vehicles

29.1 Where an employee is required by the CEO or delegate to use the employee's own vehicle for Council business, the employee will be paid a motor vehicle allowance at the rate set by the Australian Taxation Office using the cents per kilometre method.

29.2 The CEO or delegate may approve an employee request to use the employee's own vehicle to travel on Council business to a location that is accessible via a commercial airline. Where this is the case, the employee will be paid the lesser of:

- (a) a motor vehicle allowance at the Australian Taxation Office rates; or
- (b) the cheapest available airfare.

30. On Call Arrangements

30.1 An employee is entitled to payment of an On Call Allowance where the CEO or delegate requires the employee to:

- (a) be contactable by telephone while not on duty;
- (b) remain within a reasonable distance of the workplace; and
- (c) be at all times ready and available to return to work.

30.2 The On Call Allowance is \$40 per day. For the purposes of this Section, one day is regarded as either:

- (a) where the employee is working on two consecutive days, the time between finishing work on one day and commencing work on the next day; or
- (b) where the employee is not working on two consecutive days, a 24 hour period.

30.3 Where an employee is being paid an On Call Allowance and is contacted by an authorised Council employee or relevant service provider:

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

30.4 Where clause 30.3(c) applies:

- (a) the minimum amount of overtime for which the employee will be paid is two hours; and
- (b) the minimum break between periods of work specified in Section 41 will apply.

30.5 The minimum break between periods of work specified in Section 41 will not apply to work covered by clause 30.3(a) or (b).

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

31. Instruments, Tools or Equipment

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

- (a) have the instruments, tools or equipment supplied; or
- (b) be reimbursed the cost of the instruments, tools or equipment, subject to the purchase of such instruments, tools or equipment being approved by the CEO or delegate before they are purchased.

PART F. FLEXIBILITY

32. Flexibility Arrangements

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

- (a) the arrangement meets the genuine needs of the Council and the employee; and
- (b) the arrangement is genuinely agreed to by the CEO and the employee.

32.2 The effect of the following terms may be varied in an individual flexibility arrangement:

- (a) base salary; and
- (b) any terms concerning:
 - (i) leave arrangements;
 - (ii) arrangements for when work is performed;
 - (iii) overtime eligibility and rates;
 - (iv) eligibility for and payment of penalty rates;
 - (v) annual leave loading; and

(vi) allowances.

32.3 The CEO must ensure that the terms of an individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act;
- (b) are not unlawful terms under section 194 of the Fair Work Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

32.4 The CEO must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Council and the employee;
- (c) is signed by the CEO and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

32.5 The CEO must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

32.6 The CEO and the employee may terminate the individual flexibility arrangement:

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

33. Requests for changes to working arrangements

33.1 Where this clause is inconsistent with the National Employment Standards, the National Employment Standards will prevail.

33.2 An employee who has responsibility for the care of either:

- (a) a child under school age; or
- (b) a disabled person,

may request a change in working arrangements to assist the employee to care for the child or immediate family member.

33.3 Where a request is made under clause 33.1 and the employee is either a permanent or temporary employee with at least 12 months of continuous service or is a long term casual with a reasonable expectation of continuing employment on a regular and systematic basis, the CEO or delegate will agree to the request unless it has reasonable business grounds for refusing the request.

33.4 Examples of changes in working arrangements that may be requested under this Section are changes in:

- (a) hours of work; and
- (b) patterns of work.

33.5 The CEO or delegate will provide an employee with a written response to an employee request under clause 33.1 within 21 days of receiving a written request stating whether the request is granted or refused and the details of the reasons where the request is refused.

PART G. HOURS OF WORK

34. Ordinary Hours

34.1 The weekly full time ordinary hours of work are 38 hours which may be worked as 7.6 on each of five days per week, or any combination of longer and shorter days as determined by the CEO, subject to the weekly total being 38 hours.

34.2 A part time employee is an employee who has weekly ordinary hours of less than 38 hours.

35. Casual Employees

35.1 The minimum single engagement for a casual employee is one hour.

36. Span of hours

36.1 The span of hours in which an employee may be required to work ordinary hours without payment of a penalty payment is 6.00 a.m. to 6.00 p.m., Monday to Friday.

37. Rostered days off

37.1 A rostered day off system may be implemented for a work group where this is agreed by the CEO or delegate and the majority of employees in the work group.

37.2 Before seeking the agreement of employees in the work group to rostered day off arrangements, the details of those arrangements must be made known to the employees in the work group.

37.3 Any rostered days off arrangement that is put in place will cease where either:

- (a) the CEO or delegate is no longer in agreement; or
- (b) a majority of employees in the work group are no longer in agreement;

subject to employees being provided with at least 4 weeks' notice that the arrangements are to cease.

38. Part-time work

- 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 from full 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 are two hours.
- 38.4 An employee and the CEO or delegate may agree to short term or long term changes to a part-time employee's ordinary hours of work, including a short term increase in those hours, and to the days of the week on which the employee works and the normal start and finish time.
- 38.5 A part-time option that is available is a job share arrangement where two employees share what would otherwise be a full time position.
- 38.6 A part-time employee's salary, leave and allowances (other than allowances that are of a reimbursement nature) will be on a pro rata basis unless otherwise specified in this Agreement.

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

40. Overtime

- 40.1 Overtime is where the CEO or delegate requires:
- (a) a permanent or temporary employee to work more than ordinary hours of work on any day;
or
 - (b) a casual employee to work more than 38 hours in any week.
- 40.2 Overtime is paid at the rate of:
- (a) time and a half for the first two hours, Monday to Friday and up to 12.00 noon on Saturday;
 - (b) double time for any overtime:
 - (i) in excess of two hours;
 - (ii) after 12.00 noon on Saturday;

(iii) on a Sunday;

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

- 40.3 Where a casual employee is working overtime, the employee will not be paid the casual loading for the overtime hours.
- 40.4 Overtime must be approved in advance unless there are extraordinary circumstances such that it was not reasonably practical to seek approval in advance.
- 40.5 An employee and the CEO or delegate may agree to the accrual of time off in lieu of payment for overtime. Where this is the case, the time off in lieu will accrue at the overtime rate.
- 40.6 The maximum time off in lieu that may accrue is 22.8 hours (that is, three days for a full-time employee).
- 40.7 The timing of the taking of time off in lieu will be at a mutually agreeable time where possible. However, where this is not possible, the CEO or delegate may specify when the employee is to take the time off.
- 40.8 Any time off in lieu accrued under clause 40.5 must be taken within four weeks of the overtime being worked. Where this is not the case, the employee will be paid the value of the time off in lieu unless the employee and the CEO or delegate have agreed to a specific time for the time off in lieu that is outside the four week timeframe.

41. Rest periods

- 41.1 The minimum break between periods of work is 10 hours.
- 41.2 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 the employee's normal rate of pay until the 10 hour break has elapsed.
- 41.3 Where operational requirements are such that the required minimum break is not able to be taken, the employee will be paid at the relevant overtime rate until able to have a 10 hour break.
- 41.4 This Section does not apply to employees who are in receipt of an annualised salary under Section 13. Notwithstanding this exclusion, such employees will not be unreasonably required to attend work without having a 10 hour break between work periods.

42. Night time, weekend and public holiday

- 42.1 Where an employee is required to work ordinary hours outside the span of hours of 6.00 a.m. to 6.00 p.m. Monday to Friday, the employee will be paid the following penalty rates:
- (a) Monday to Friday – 15 per cent;
 - (b) Saturday – 50 per cent;
 - (c) Sunday – 75 per cent;
 - (d) public holidays – 150 per cent.

- 42.2 An exception to clause 42.1 is employees working on Night Patrol or Sport and Recreation who are regularly required to work their ordinary hours outside the span of hours. These employees will not be paid penalty rates for any ordinary hours that are worked outside the span of hours and will receive an additional week of Annual Leave each year.
- 42.3 The application of clause 42.2 to an employee working in Sport and Recreation will involve a consultation process with the employee which will include identification of the employee's preferences.
- 42.4 The penalty payments in this section only apply to ordinary hours of work and are not paid in respect of any overtime hours.
- 42.5 Where a casual employee is entitled to a penalty rate, the penalty calculation will be based on the employee's hourly rate without the casual loading.

43. Seasonal Work

- 43.1 This Section applies where an employee's or a team's work is highly seasonal in nature with clear and significant differences between the work requirements at different times of the year, typically differences between work requirements during the wet season compared with the dry season.
- 43.2 An individual employee and the Council may agree to a seasonal time in lieu arrangement under this Section.
- 43.3 Where there is agreement to a seasonal time in lieu arrangement, any hours in excess of ordinary hours worked by the employee during the peak season will accrue a time in lieu credit and overtime and penalty payments that would otherwise apply to those hours will not apply.
- 43.4 The time in lieu credit accrued in accordance with clause 43.3 will be taken during the non-peak season, subject to operational requirements.
- 43.5 Where all or part of the employee's time in lieu credit is unable to be taken by the end of the non-peak season, the employee will be paid the value of the time in lieu credit that has not been taken at the employee's base rate of pay.
- 43.6 Any time in lieu credit held by an employee at termination of employment will be paid to the employee at the employee's base rate of pay.

PART H. LEAVE

44. General provisions

- 44.1 Employees will retain all accrued leave entitlements that were held before the Commencement Date.
- 44.2 All deductions of leave will be based on an employee's ordinary hours.
- 44.3 Where any public holiday to which the employee would otherwise be entitled occurs during a period of paid leave other than Long Service Leave, the public holiday is not deducted from the employee's accrued leave.

45. Annual Leave

- 45.1 Annual leave accrues at the rate of six weeks for each 12 months of work for full-time employees and at a pro rata rate for part-time employees. Annual Leave accrues on a pro rata basis during the 12 months and is credited to employees each fortnight.
- 45.2 Casual employees are not entitled to Annual Leave.
- 45.3 An employee is able to take Annual Leave, subject to the availability of accrued leave and approval by the CEO or delegate.
- 45.4 The CEO or delegate will not unreasonably refuse a request to take Annual Leave.
- 45.5 Employees will not accrue any Annual Leave during any unauthorised absences or unpaid leave that is not to count as service.
- 45.6 Employees will be paid their normal rate of pay plus an Annual Leave Loading of 17.5 per cent while on Annual Leave.

Requirements to take Annual Leave

- 45.7 Where an employee has an Annual Leave balance in excess of 12 weeks, the CEO or delegate may require the employee to take sufficient Annual Leave to reduce the employee's leave balance to six weeks. The timing of the leave should be by mutual agreement where possible. Where this is not possible, the CEO or delegate may determine the timing of the leave as long as the employee is given at least 6 weeks' notice.

Cashing out of Annual Leave

- 45.8 The CEO or delegate and an employee may agree to cash out unused Annual Leave subject to:
- (a) a written election by the employee;
 - (b) the employee having taken at least 3 weeks Annual Leave in the previous 12 months or taking at least 3 weeks Annual Leave at the time the cashing out; and
 - (c) the cashing out not resulting in the employee's Annual Leave balance reducing to less than 4 weeks.
- 45.9 Where an employee cashes out unused Annual Leave, the employee will be the employee's normal salary plus 17.5 per cent Annual Leave Loading for the Annual Leave that has been cashed out.

Payment for Annual Leave on Termination of Employment

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

46. Sick and Carer's Leave

- 46.1 Sick and Carer's Leave for full-time employees accrues at the rate of 10 days for each 12 months of work and at a pro rata rate for part-time employees. Sick and Carer's Leave accrues on a pro rata basis throughout each year.
- 46.2 Casual employees are not entitled to paid Sick and Carer's Leave.
- 46.3 Sick and Carer's Leave does not accrue during unpaid leave that is not to count as service or during any unauthorised absence.
- 46.4 Employees will be paid their normal rate of pay during any period of Sick and Carer's Leave.
- 46.5 An employee is not entitled to take or accrue Sick and Carer's Leave while absent from work on account of an injury or illness for which the employee is receiving workers compensation payments unless the taking or accruing leave during a compensation period is permitted by the relevant NT workers compensation law.
- 46.6 Unused Sick and Carer's Leave will accumulate from year to year without limit.

Notification of absences

- 46.7 Employees must notify the Council as soon as practicable of an absence on Sick and Carer's Leave. This should normally be before the employee's normal commencement time.
- 46.8 Notification in accordance with clause 46.7 should be to the employee's immediate supervisor wherever possible.
- 46.9 The Council may specify the means by which an employee is required to provide the required notification.

Approval of Sick and Carer's Leave

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

Verification of reason for absence

- 46.11 Where an employee takes Sick and Carer's Leave due to personal illness or injury, the employee must provide a medical certificate verifying that the employee was unfit for work in the following circumstances:
- (a) the employee is absent from work for 3 or more consecutive days; or
 - (b) where specifically requested by the CEO or delegate.

46.12 Where an employee is unable to provide a medical certificate for reasons beyond the control of the employee, a statutory declaration will be accepted as an acceptable alternative.

46.13 The CEO or delegate may require an employee to provide appropriate verification of the reasons for Sick and 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 verification acceptable to the CEO or delegate.

46.14 An employee may not take Sick and Carer's Leave while on Parental Leave.

Additional Sick and Carer's Leave

46.15 The CEO or delegate may approve up to an additional 5 days of Sick and Carer's Leave in any year for an employee where:

- (a) the employee does not have any Sick and Carer's Leave available; and
- (b) the CEO or delegate agrees that the additional leave is justified in the circumstances.

Failure to comply with obligations

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

47. Unpaid Carer's Leave

47.1 Where an employee does not have any accrued Sick and Carer's Leave available, the employee is entitled to Unpaid Carer's Leave to provide care or support for a member of the employee's immediate family or household who requires care or support because of:

- (a) an illness or injury of an immediate family or household member, or
- (b) an unexpected emergency affecting an immediate family or household member.

47.2 The maximum Unpaid Carer's Leave is three days per occasion.

47.3 The employee is required to provide the Council (generally the employee's immediate supervisor or manager) with notice of the requirement to take Unpaid Carer's Leave as soon as practicable.

47.4 The CEO or delegate may require verification of the reason for taking Unpaid Carer's Leave as set out in clause 46.13.

47.5 Where the employee does not comply with obligations set out under this Section, other than because of circumstances beyond the employee's control, the leave may not be approved and would then be treated as an unauthorised absence.

48. Compassionate Leave

48.1 A permanent or temporary employee is entitled to paid Compassionate Leave of up to 3 days for each occasion when a member of the employee's immediate family or household:

- (a) is suffering from a life threatening illness or injury; or
- (b) dies.

48.2 Compassionate Leave may be taken as a block of 3 days or as separate absences totalling 3 days.

48.3 An additional 2 days of Compassionate Leave may be approved by the CEO or delegate 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. Where an additional 2 days of Compassionate Leave is approved under this clause, it will reduce the amount of Special Leave available to the employee under Section 49 by 2 days.

48.4 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.

48.5 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 and an uncle. In this case, the aunt and 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.

48.6 The Council may require an employee to provide evidence that:

- (a) a member of the employee's immediate family or household is suffering from a life threatening illness or injury; or
- (b) a member of employee's immediate family, household, kinship group or extended family has died.

48.7 Employees will be paid their normal rate of pay while on Compassionate Leave.

48.8 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 Sick and Carer's Leave where there are available credits.

49. Special Leave

49.1 Up to five days of Special Leave are available to each employee each calendar year where the employee is unable to attend work due to unavoidable circumstances that are not covered by Sick and Carer's Leave or Compassionate Leave.

- 49.2 Where an employee commences employment with the Council part way through a calendar year, the employee will have access to a pro rata amount of the five days of Special Leave for that year.
- 49.3 Special Leave is not available to any employee who has had an unauthorised absence or a finding of misconduct placed on the employee's personnel file in the previous 12 months.
- 49.4 Special Leave is a discretionary leave type and is subject to the CEO or delegate determining that paid leave is justified in the circumstances.
- 49.5 Examples of unavoidable circumstances that would be appropriate for Special Leave are:
- (a) absences of an employee as a consequence of the employee being subject to domestic, family or sexual violence as defined in the Northern Territory Domestic and Family Violence Act, including but not limited to:
 - (i) seeking safe accommodation;
 - (ii) attending counselling appointments;
 - (iii) attending court hearings;
 - (iv) accessing legal advice;
 - (v) organising alternative care or education arrangements for children; or
 - (vi) attending medical appointments where the employee has no Sick and Carer's Leave credits remaining;
 - (b) attendance at a funeral where the employee is not entitled to Compassionate Leave;
 - (c) participation in cultural activities in which the employee is expected to be participating;
 - (d) emergency circumstances where the employee is unexpectedly cut off from the workplace by natural circumstances such as flood or bushfire.
- 49.6 Special Leave does not accrue from year to year if it is unused.

50. Parental Leave

- 50.1 This Section summarises the main Parental Leave provisions that are specified in the National Employment Standards in the Fair Work Act as well as additional benefits available under this Agreement.
- 50.2 Where the provisions of this Section are inconsistent with and less favourable than the National Employment Standards, the National Employment Standards will prevail.
- 50.3 A permanent or temporary employee is eligible for Parental Leave where the employee has at least 12 months of continuous service with the Council.
- 50.4 Casual employees are eligible for Parental Leave in some circumstances as defined in the National Employment Standards.

- 50.5 The provisions of this Section relating to adoptions only apply where the child:
- (a) is, or will be, under 16 as at the day of placement, or expected day of placement of the child;
 - (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement of the child; and
 - (c) is not (otherwise than because of the adoption) a child of the employee or the employee's partner.
- 50.6 An employee is entitled to 12 months of Parental Leave where:
- (a) the leave is associated with:
 - (i) the birth of a child of the employee; or
 - (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.
- 50.7 Four weeks of the Parental Leave under clause 50.6 will be paid and the remainder will be unpaid. The four weeks of paid leave may be taken at half pay over a period of eight weeks.
- 50.8 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.
- 50.9 An employee is not entitled to Sick and Carer's Leave or Compassionate Leave during any period of unpaid Parental Leave.
- 50.10 The period of Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Council with at least 21 days' written notice.

Additional Parental Leave

- 50.11 An employee who has taken the Parental Leave available under clause 50.6 may request additional unpaid Parental Leave up to 24 months after the date of birth or placement of the child. Where the employee makes such a request:
- (a) it must be made no later than four weeks before the end of the employee's current approved Parental Leave period;
 - (b) must commence immediately following the completion of the employee's other Parental Leave; and
 - (c) the CEO or delegate may only refuse the request on reasonable business grounds.
- 50.12 A period of additional Parental Leave may be extended or shortened on application by the employee, subject to maximum limits specified in this Section, as long as the employee provides the Council with at least 14 days written notice.

Return to Work Guarantee following Parental Leave

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

51. Supporting Partner Leave

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

51.2 This Section applies to an adoption where the criteria set out in clause 50.5 apply.

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

52. Long Service Leave

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

52.2 The main Long Service Leave entitlements in that Act are:

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

52.3 Notwithstanding clause 52.1, where an employee has at least 7 and no more than 10 years of eligible service and the employee's employment is terminated for any reason other than serious misconduct, the employee will be paid the value of a pro rata amount of Long Service Leave.

52.4 For avoidance of doubt, service with the former Shire Councils that is continuous with employment with the Council is eligible service for long service leave purposes unless the employee was paid the value of any long service leave credits held at the date of formation of the Council.

53. Community Service Leave

53.1 Employees are entitled to Community Service Leave in the following circumstances:

- (a) during any period of jury service;
- (b) where an employee engages in voluntary emergency management activity;
- (c) to attend training, ceremonial activities or other activities associated with an employee's membership of a voluntary emergency management body; or
- (d) for any other activity prescribed in the Fair Work Regulations as being applicable to Community Service Leave.

- 53.2 An employee will be paid while absent on Community Service Leave in the following circumstances:
- (a) during any period of jury service; and
 - (b) while engaging in voluntary emergency management activity as defined by clause 53.6.
- 53.3 The amount an employee will be paid in accordance with clause 53.2 will be the employee's normal salary less any payments made to the employee for the community service (excluding any payments of a reimbursement nature).
- 53.4 All other Community Service Leave not covered by clause 53.2 will be unpaid.
- 53.5 Community Service Leave counts as service for the purpose of accrual of Annual and Sick and Carer's Leave.
- 53.6 For the purposes of this Section, an employee engages in voluntary emergency management activity if:
- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee is engaged in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (c) the employee is a member of, or has a member like association with, a recognised emergency management body; and
 - (d) either:
 - (i) the employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

54. Trade Union Training Leave

- 54.1 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.
- 54.2 The approval for an employee to attend a training course shall be subject to the operational requirements of Victoria Daly Regional council. Such approval shall not be unreasonably withheld.
- 54.3 An employee seeking to take union training leave must:

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

54.4 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.

54.5 An employee on Trade Union Training Leave will be paid the employee's base rate of pay.

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

55. Defence Reserves Leave

55.1 Where an employee is a member of the defence reserves, Defence Reserves Leave will be granted to participate in compulsory requirements of the service.

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

56. Leave Without Pay

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

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

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

57. Public Holidays

57.1 The following public holidays will apply under this Agreement:

- (a) New Years Day – 1 January;
- (b) Australia Day – 26 January;
- (c) Anzac Day – 25 April;
- (d) Good Friday;
- (e) Easter Monday;
- (f) the Queen's birthday holiday (on the day on which it is celebrated in the NT);

- (g) Christmas Day – 25 December;
- (h) Boxing Day – 26 December;
- (i) any other day declared by or under a law of the NT to be observed generally within the NT, or a region of the NT, as a public holiday by people who work in the NT or region of the NT.

57.2 At the Commencement Date, the other public holidays declared by the NT Government as applying to the Council are:

- (a) Picnic Day;
- (b) May Day; and
- (c) Katherine Show Day.

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

57.4 Notwithstanding clause 57.3, where a majority of employees in Kalkarindji agree, the NAIDOC Day may be substituted by Freedom Day.

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

57.6 An employee and the Council may agree in writing to 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.

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

57.8 An employee is on Leave Without Pay on the working days immediately before and after a public holiday will not be paid for the public holiday.

58. Unauthorised absences

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

PART I. CONSULTATION

59. Consultation

59.1 This Section applies if the Council:

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

Major change

59.2 For a major change referred to in clause 59(a):

- (a) the Council must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses 59.3 to 59.9 apply.

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

59.4 If:

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

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

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

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

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

59.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Council, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Council's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace;
- (g) the restructuring of jobs.

59.10 For a change referred to in clause 59(b):

- (a) the Council must notify the relevant employees of the proposed change; and
- (b) clauses 59.11 to 59.15 apply.

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

59.12 If:

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

59.13 As soon as practicable after proposing to introduce the change, the Council must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the Council reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Council reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

59.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause (59).

PART J. REDUNDANCY

60. General

60.1 This Section only applies to permanent employees and temporary employees who are terminated before the end of their contracted period of employment.

60.2 Subject to the provisions of this Part, an employee is entitled to redundancy pay where the employee is terminated by the CEO because the Council no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

61. Redeployment

61.1 The Council will make reasonable efforts to redeploy employees who would otherwise be retrenched where there is a redundancy.

61.2 The CEO or delegate may redeploy an employee to a position at a lower level where this is agreed by the employee. Where this occurs, the employee will be paid at the employee's previous salary level for a period that is equivalent to the number of weeks of redundancy pay the employee would have been entitled to if retrenched.

62. Transfer of Employment

62.1 Where there is a transfer of employment in relation to an employee and subsection 22(5) of the Fair Work Act applies to that transfer, the employee is not entitled to any redundancy pay due to the termination of the employee's employment by the Council.

62.2 An employee is not entitled to redundancy pay in relation to the termination of employment if:

- (a) the employee rejects an offer of employment by another employer (the second employer) that:
- (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Council immediately before the termination; and
 - (ii) recognises the employee's service with the Council; and
- (b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee,

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

63. Redundancy payments

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

Employee's period of continuous service with the employer on termination	Redundancy pay period
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	19 weeks

63.2 An employee who is retrenched will also be provided the notice of termination of employment that is required by Section 67 and may be paid in lieu of all or part of that notice.

63.3 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 period that was not worked, but redundancy payments and other termination payments will be calculated as though the employee worked for the entire notice period.

63.4 For the purposes of this Section, “weeks’ pay” means the employee’s normal weekly rate of pay and does not include any higher duties allowance.

64. Job Search Entitlement

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

PART K. TERMINATION OF EMPLOYMENT

65. Termination for serious misconduct

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

66. Termination payments

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

67. Notice of Termination

67.1 The CEO or delegate will, subject to clause 65.1, provide employees (other than casual employees) with the following notice of termination of employment:

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

67.2 The notice periods in clause 67.1 will be increased by one week where the employee is over 45 years of age and has at least 2 years of continuous service.

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

67.4 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.

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

68. Job Search Entitlement

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

PART L. DISPUTE RESOLUTION

69. Procedures for preventing and settling disputes

69.1 If a dispute relates to:

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

this Section sets out procedures to settle the dispute.

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

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

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

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

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

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

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

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

Appendix 1 – Wage Rates

Level	Pay point	Annual Rate of pay
1	1	\$41,605.56
	2	\$42,532.15
	3	\$43,830.08
	4	\$45,223.53
	5	\$46,615.80
	6	\$48,006.87
2	1	\$49,414.66
	2	\$50,810.51
	3	\$52,017.70
	4	\$53,411.15
3	1	\$54,801.03
	2	\$56,195.68
	3	\$57,586.76
	4	\$58,980.21
4	1	\$60,370.09
	2	\$61,758.78
	3	\$63,155.82
	4	\$64,545.69
5	1	\$65,754.07
	2	\$67,145.15
	3	\$68,539.79
6	1	\$70,857.46
	2	\$73,177.49
	3	\$75,499.93
7	1	\$77,818.77
	2	\$80,137.63
	3	\$82,457.67
8	1	\$85,242.20
	2	\$88,025.53
	3	\$90,810.06
9	1	\$95,930.16
	2	\$99,619.78
	3	\$103,309.40
10	1	\$113,640.35
11	1	\$125,004.38

Level	Pay point	Fortnightly rate of pay
1	1	\$1,600.21
	2	\$1,635.85
	3	\$1,685.77
	4	\$1,739.37
	5	\$1,792.92
	6	\$1,846.42
2	1	\$1,900.56
	2	\$1,954.25
	3	\$2,000.68
	4	\$2,054.28
3	1	\$2,107.73
	2	\$2,161.37
	3	\$2,214.88
	4	\$2,268.47
4	1	\$2,321.93
	2	\$2,375.34
	3	\$2,429.07
	4	\$2,482.53
5	1	\$2,529.00
	2	\$2,582.51
	3	\$2,636.15
6	1	\$2,725.29
	2	\$2,814.52
	3	\$2,903.84
7	1	\$2,993.03
	2	\$3,082.22
	3	\$3,171.45
8	1	\$3,278.55
	2	\$3,385.60
	3	\$3,492.69
9	1	\$3,689.62
	2	\$3,831.53
	3	\$3,973.44
10	1	\$4,370.78
11	1	\$4,807.86

Level	Pay point	Hourly rate of pay
		\$21.06
	2	\$21.52
	3	\$22.18
	4	\$22.89
	5	\$23.59
	6	\$24.29
2	1	\$25.01
	2	\$25.71
	3	\$26.32
	4	\$27.03
3	1	\$27.73
	2	\$28.44
	3	\$29.14
	4	\$29.85
4	1	\$30.55
	2	\$31.25
	3	\$31.96
	4	\$32.66
5	1	\$33.28
	2	\$33.98
	3	\$34.69
6	1	\$35.86
	2	\$37.03
	3	\$38.21
7	1	\$39.38
	2	\$40.56
	3	\$41.73
8	1	\$43.14
	2	\$44.55
	3	\$45.96
9	1	\$48.55
	2	\$50.41
	3	\$52.28
10	1	\$57.51
11	1	\$63.26

Appendix 2 – Supported Wage System

1. General

- 1.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this Appendix, the following definitions will apply:
- (a) "*Supported Wage System*" means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability;
 - (b) "*Approved Assessor*" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System;
 - (c) "*Disability Support Pension*" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme;
 - (d) "*Assessment instrument*" means the 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;
 - (e) "*Relevant minimum wage*" means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged;
 - (f) "*SWS wage assessment agreement*" means the document in the form required by the Department of Employment 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 receipt of a Disability Support Pension.
- 2.2 Clause 2.1 does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- 2.3 The provisions of this Appendix do not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or are eligible for, a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of that Act, or if a part only has received recognition, that part.

3. Supported wage rates

3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule, provided that the minimum amount payable shall be not less than \$81 per week or any higher amount determined by the Fair Work Commission or its successor:

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

3.2 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 All assessments made under this Appendix must be documents in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Fair Work Act.

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 assessment agreements must be agreed and signed by the employee and employer 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 subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other terms and conditions of employment

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

8. Workplace adjustment

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

9. Trial period

- 9.1 In order for an adequate assessment of the employee's capacity to be made, the Council may employ a person under the provisions of this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The amount payable to the employee during the trial period shall be \$81 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.

Appendix 3 - Definitions

Term	Definition
Council	The Victoria Daly Regional Council, ABN 66 931 675 319
Commencement Date	The date that is 7 days after approval of the Agreement by the Fair Work Commission.
continuous service	<p>Includes:</p> <ul style="list-style-type: none"> • any absence on paid leave; • any absence on Community Services or Defence Reserves Leave; • up to 14 days of Leave Without Pay in a calendar year. <p>Continuity of service is broken by a termination of employment other than where this is initiated by the Council in order to avoid leave obligations.</p>
de facto partner	Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes and includes a former de facto partner of the employee.
employee	Means an employee of the Council who is covered by this Agreement.
Fair Work Act	The <i>Fair Work Act 2009</i> and the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> , and their successors and any regulations associated with those Acts.
former Shire Councils	the Shire Councils that existed in the Northern Territory prior to the Council mergers that occurred in 2008.
immediate family	Means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
High Income Threshold	Means the high income threshold as defined by the Fair Work Act.
household	A group of two or more related or unrelated people who usually reside in the same dwelling, who regard themselves as a household and who make common provision for food or

	other essentials for living.
medical certificate	Means a certificate signed by a medical practitioner.
medical practitioner	Means a person registered, or licensed as a medical practitioner under a law of a State or territory that provides for the registration of licensing of medical practitioners.
Modern Award	Has the same meaning as in the Fair Work Act.
recognised emergency management body	Has the same meaning as the same term in the Fair Work Act.
spouse	Includes a former spouse.

SIGNATURE PAGE

Victoria Daly Regional Council

Signed for the Council by Stuart Duncan, Chief Executive Officer

Address of signatory 14 Katherine Terrace _____

 Katherine NT 0850 _____

Signature:



Date:

04 / 11 / 20 15

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

Signed for United Voice by _____

(full name of signatory)

Address of signatory _____

Position in the union _____

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

Signature: _____

Date: ____ / ____ / 20 ____