



DECISION

Fair Work Act 2009

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

Davidson Workplace Solutions Pty Ltd

(AG2024/4721)

WEST ARNHEM REGIONAL COUNCIL ENTERPRISE AGREEMENT 2024

Local government administration

COMMISSIONER THORNTON

ADELAIDE, 25 FEBRUARY 2025

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

[1] An application has been made for approval of an enterprise agreement known as the *West Arnhem Regional Council Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Davidson Workplace Solutions Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

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

[3] Clause 69.9 purports to allow monies to be deducted from certain employees if required notice is not given on termination. This clause may allow deductions from entitlements owing under the National Employment Standards (NES) and may be contrary to the NES. Noting clause 5.1 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The United Workers' Union (**UWU**) and the Australian Services Union (**ASU**) lodged Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the UWU and the ASU.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act from 4 March 2025. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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**West Arnhem Regional Council
ENTERPRISE AGREEMENT
2024**

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

- 1.1** This Agreement shall be known as the West Arnhem Regional Council Enterprise Agreement, 2024.

2. Coverage and application

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

- (a) The West Arnhem Regional Council
- (b) all employees of WARC except the CEO

- 2.2** The Agreement also covers the United Workers Union and the Australian Services Union where the Fair Work Commission 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:

- (a) to support recruitment and retention of high quality employees,
- (b) to recognise and encourage higher level of performance and behaviours,
- (c) clear and unambiguous description of employment conditions,
- (d) recognition and support of Aboriginal culture,
- (e) to contribute to the achievement of high quality outcomes for the communities and people supported by the Council, and
- (f) to achieve the best match between the needs of the Council and its employees.

4. Commencement

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

- 4.2** The nominal expiry date is 30 June 2027.

- 4.3** The parties to the Agreement will commence a bargaining process for a replacement Agreement no later than 1 January 2027.

5. National Employment Standards

- 5.1** 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.

6. Employment contracts

- 6.1** Where an employee has an employment condition included in the employee's employment contract that is not included in this Agreement, that employment condition will continue to apply unless specifically excluded under a term of this Agreement.
- 6.2** Where this Agreement covers a condition that is included in an employee's employment contract, the employee will be entitled to the more beneficial provision.

7. Delegations

- 7.1** All the powers and authorities of WARC in this Agreement are held by the CEO.
- 7.2** The CEO may delegate or authorise a person, any of the powers, authorities or functions under this Agreement, excluding the power to delegate or authorise.
- 7.3** The CEO may issue instructions relating to the application of a delegated power, authority or function.

8. Allocation of duties

- 8.1** WARC 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.

PART B. EMPLOYMENT

9. Categories of employment

9.1 Employees of WARC are employed in one of the following categories:

- (a) permanent employees, or
- (b) temporary (fixed term or maximum term) employees, or
- (c) casual employees

9.2 A temporary employee is one who is engaged on a contract for a specified period of time or for the duration of a specified task, subject to any restrictions on fixed term or maximum term employment included in the Fair Work Act.

9.3 A casual employee is one who is engaged as a casual employee and meets the definition of casual employee under section 15A of the Fair Work Act.

9.4 Permanent and temporary employees may be employed on a full-time or part-time basis.

9.5 A full-time employee works an average of 38 ordinary hours per week.

9.6 A part-time employee works an average of less than 38 ordinary hours per week.

10. Part-time employment

10.1 Unless otherwise specified in this Agreement, remuneration, leave and allowances of a non-reimbursement nature, will be calculated on a pro rata basis for part-time employees.

10.2 Before commencing part-time employment, WARC and the employee will agree in writing to the employee's ordinary hours of work and the rostering arrangements which will apply to those hours.

10.3 WARC and an employee may agree to change the employee's ordinary hours or to vary the employee's ordinary hours of work for either a short-term or long-term period, subject to the agreement being in writing.

11. Casual employment

11.1 Casual employees are paid a 25 per cent loading on the employee's base rate of pay for the employee's classification in lieu of access to paid leave (other than long service leave) and public holidays on which the employee is not required to work.

11.2 The casual loading is paid in addition to any other penalty payment.

11.3 Overtime and penalty payments will be calculated on the employee's base rate of pay exclusive of the casual loading.

11.4 The minimum engagement for a casual employee is 2 hours.

12. Right to Request Casual Conversion

12.1 Rights of casual employees to convert to permanent employment are set out in Division 4A of the Act and are not covered in this Agreement.

PART C. REMUNERATION

13. Pay rates

13.1 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.

14. Method of payment

14.1 Employees are paid fortnightly in arrears into a financial institution account nominated by the employee.

14.2 Fortnightly pay is calculated by dividing the annual salary by 26.

15. Pay increases

15.1 Minimum and actual rates of pay will increase by the following:

- (a) 4 per cent from the first full pay period commencing on or after the date of a successful vote on the agreement;
- (b) 3 per cent from the first full pay period commencing on or after 1 July 2025;
- (c) 3 per cent from the first full pay period commencing on or after 1 July 2026.

16. Level 9 and Above Rates of Pay

16.1 The salary for employees classified at Level 9 and above includes payment for up to 84 hours per fortnight. Unless otherwise provided, these employees are only entitled to additional payment for overtime where they work more than 84 hours in the fortnight, and subject to approval in advance except where otherwise specified in this Agreement.

16.2 Section 35 will apply to employees at Level 9 who are required to be ready and available to attend work at any time as an Airport Reporting Officer, including payment of the On-Call Allowance and overtime for any work undertaken as an Airport Reporting Officer that is outside their ordinary hours.

17. Salary on commencement of employment or promotion

17.1 Where an employee commences employment with WARC 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 determines that a higher salary is reasonable in the circumstances.

18. Permitted Deductions

18.1 WARC may deduct an amount from an amount payable to an employee in accordance with subsection 323(1) of the FW Act if:

- (a) the deduction is authorised in writing by the employee and is principally for the employee's benefit, or
- (b) the deduction is authorised by the employee in accordance with this Agreement, or
- (c) the deduction is authorised by or under a modern award or an FWC order, or

- (d) the deduction is authorised by or under a law of the Commonwealth, a State or a Territory, or an order of a court.

18.2 An authorisation for the purposes of sub-clause 18.1(a):

- (a) must specify the amount of the deduction, and
- (b) may be withdrawn in writing by the employee at any time.

18.3 Any variation in the amount of the deduction must be authorised in writing by the employee.

18.4 WARC may deduct from an employee's pay an amount to repay any administrative errors that result in overpayment, following consultation and agreement between WARC and the employee, in relation to a reasonable repayment plan.

19. Salary sacrifice

19.1 Employees may make a written application 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.

19.2 The key features of salary sacrifice arrangements are:

- (a) the scheme operates at no cost to WARC 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.

19.3 Employees will be encouraged to seek independent financial advice before agreeing to salary sacrifice arrangements.

19.4 Salary for superannuation and termination payments for an employee who has elected to convert part of the employee's salary to non-salary benefits, will be based on the employee's normal salary, including any amount subject to salary packaging.

20. Superannuation

20.1 WARC will make superannuation contributions in accordance with relevant legislation in place at any particular time.

20.2 Employees will have freedom of choice over the complying fund that their superannuation contributions are paid to, in accordance with relevant legislation.

20.3 Where an employee does not nominate a superannuation fund, the employee's superannuation contributions will be made to their stapled super fund. If the Australian Taxation Office advises that the employee does not have a stapled super fund, superannuation contributions will then be made to a default fund nominated by WARC.

20.4 Where an employee is absent from work on workers' compensation, WARC will continue to pay superannuation contributions for up to 1 year.

PART D. CLASSIFICATION STRUCTURE AND ADVANCEMENT

21. Classification Structure

21.1 WARC's classification structure is as set out in Appendix 2.

22. Pay step advancement

22.1 This Section applies to permanent and temporary employees and casual employees who work regular shifts on an ongoing basis.

22.2 Employees will advance to a higher pay step within the employee's classification after each 12 months of continuous service where the employee:

- (a) is not at the top pay step for the employee's classification,
- (b) the employee has been assessed by WARC as performing at a satisfactory level over the previous 12 months,
- (c) the employee has had an acceptable level of attendance, and
- (d) the employee has not been subject to any misconduct findings that have resulted in a formal warning or caution.

22.3 For the purposes of clause 22.1(c), decisions on whether an employee has had an acceptable level of attendance must be based on:

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

22.4 If an employee is not progressed to the next pay step the employee will be notified of the reason in writing.

23. Pay step advancement transitional arrangements

23.1 Where an employee's rate of pay is between pay steps for the employee's classification and the employee meets the eligibility criteria for pay step advancement set out in clause 22.1, the employee will advance to the next pay step that is at least \$500 higher than the employee's annual salary, subject to the employee advancing no higher than the top pay step for the employee's classification.

24. Traineeships

24.1 WARC may engage a trainee under the relevant Territory or Federal Government schemes.

24.2 Conditions of employment and rates of pay for employees engaged on Traineeships will be the same as the conditions and rates of pay included in the relevant Modern Award or that required by the Northern Territory or Federal Government.

24.3 Employees engaged on Traineeships will also be entitled to annual leave and ceremonial/cultural leave as provided for in this Agreement.

25. Apprenticeships

- 25.1** Pay rates for employees engaged by WARC as an apprentice will be the following percentages of Level 4, pay point 1:
- (a) 4 year apprenticeship:
 - (i) 1st year – 55 per cent,
 - (ii) 2nd year – 65 per cent,
 - (iii) 3rd year - 75 per cent,
 - (iv) 4th year - 90 per cent,
 - (b) 3 year apprenticeship:
 - (i) 1st year – 55 per cent,
 - (ii) 2nd year – 65 per cent,
 - (iii) 3rd year - 75 per cent.
- 25.2** Employees who are over 21 and have been engaged by WARC as an apprentice will not be paid less than Level 2, pay point 1.
- 25.3** Employees who commence an apprenticeship after commencement of employment with WARC will continue to be paid at no less than their Level and pay point immediately before the commencement of the apprenticeship.
- 25.4** Time spent attending compulsory training under the apprenticeship will be treated as work time for all purposes.
- 25.5** WARC will pay or reimburse employees all tuition fees and cost of all prescribed textbooks.
- 25.6** Where an employee is required to travel to attend compulsory training that is part of the apprenticeship program and requires the employee to be away from home overnight, the travel will be treated the same as work related travel for the purposes of accommodation, travel costs and travel allowance. Any payments made to the employee for travel under this clause may be reduced by any payments made to the employee for the travel under a Government apprentice assistance scheme.
- 25.7** Where WARC engages school based apprentices, their pay and conditions will be the same as set out in Schedule D of the Local Government Industry Award plus access to the compassionate and ceremonial/cultural leave under this Agreement.

26. Supported wage system

- 26.1** Conditions of employment and rates of pay for employees that are eligible for engagement under the Supported Wage Scheme will be in accordance with the relevant Modern Award or that required by the Northern Territory or Federal Government.
- 26.2** Employees engaged on a Supported Wage Scheme will also be entitled to annual leave and ceremonial/cultural leave as provided for in this Agreement.

27. Higher duties

27.1 Where an employee is required by WARC to temporarily perform a job at a higher classification level for more than one day, the employee will be paid at the minimum pay rate for that higher level classification.

27.2 An employee acting in a higher classification on the working day before, and the working day after, a public holiday will be paid the higher rate for the public holiday.

27.3 The following applies to leave taken during a period of higher duties:

- (a) all compassionate leave is paid at the higher duties rate,
- (b) all long service leave is paid at the employee's substantive rate,
- (c) for higher duties of up to three months:
 - (i) personal/carer's leave of up to two consecutive days is paid at the higher duties rate if the higher duties continue after the leave,
 - (ii) all annual leave is paid at the employee's substantive rate,
- (d) For higher duties of more than three months:
 - (i) personal/carer's leave of up to ten consecutive days is paid at the higher duties rate if the higher duties continue after the leave,
 - (ii) annual leave of up to a total of four weeks is paid at the higher duties rate if the higher duties continue after the leave.

PART F. ALLOWANCES

28. Locality Allowance

28.1 Locality Allowance will be paid to all permanent and temporary employees based on the locality in which the employee normally works and resides.

28.2 Locality allowance will be paid at a pro rata rate for part-time employees.

28.3 Employees temporarily based in a community for which locality allowance is payable will be paid the relevant locality allowance for any period in which the employee is not being paid a travel allowance.

28.4 The localities for the purposes of paying Locality Allowance are categorised as follows:

- (a) Category 1 – Jabiru,
- (b) Category 2 – Gunbalanya,
- (c) Category 3 – Maningrida, and
- (d) Category 4 – Warruwi and Minjilang.

28.5 The annual rates of Locality Allowance are set out in the following table.

Category	Dependents status	Before commencement of the Agreement	From commencement date	From 1 July 2025	From 1 July 2026
1	No dependants	\$1,000.05	\$1,040.05	\$1,071.25	\$1,103.39
	With dependants	\$1,750.00	\$1,820.00	\$1,874.60	\$1,930.84
2	No dependants	\$2,400.00	\$2,496.00	\$2,570.88	\$2,648.01
	With dependants	\$4,200.00	\$4,368.00	\$4,499.04	\$4,634.01
3	No dependants	\$3,000.00	\$3,120.00	\$3,213.60	\$3,310.01
	With dependants	\$5,100.00	\$5,304.00	\$5,463.12	\$5,627.01
4	No dependants	\$3,600.00	\$3,744.00	\$3,856.32	\$3,972.01
	With dependants	\$6,000.00	\$6,240.00	\$6,427.20	\$6,620.02

28.6 The new rates for locality allowance specified above will apply from the first full pay period commencing on or after the date specified.

29. First Aid Allowance

29.1 An employee who holds a current First Aid qualification and is appointed by WARC to perform first aid duties will be paid a fortnightly First Aid Allowance of:

- (a) \$38.04 from the first full pay period commencing on or after Commencement Date,
- (b) \$38.12 from the first full pay period commencing on or after 1 July 2025,
- (c) \$40.36 from the first full pay period commencing on or after 1 July 2026.

29.2 First Aid Allowance will be paid on a pro rata basis for part-time employees.

29.3 First Aid Allowance is not payable where administration of first aid is part of the employee's normal duties.

29.4 First Aid allowance will be regarded as salary for all purposes, excluding overtime and penalty rate calculations.

29.5 An employee required to attend a First Aid training course will either have the training booked and paid for on their behalf by WARC, or be reimbursed for the costs associated with attending the training.

30. Meal Allowance

30.1 Where an employee has one or more paid meal breaks during overtime and is not provided with a meal by WARC, the employee will be paid a Meal Allowance at the following rates:

- (a) \$19.43 from the first full pay period commencing on or after Commencement Date,
- (b) \$20.01 from the first full pay period commencing on or after 1 July 2025,
- (c) \$20.61 from the first full pay period commencing on or after 1 July 2026.

31. Adverse Conditions Allowance

31.1 Employees at Level 5 or below will be paid an Adverse Conditions Allowance where required to undertake extremely obnoxious, offensive or dirty work in septic and sewerage treatment services which typically includes:

- (a) working in digestion tanks at sewerage treatment works,
- (b) entering and cleaning aeration ponds or wet wells at sewer pump stations,
- (c) working in live sewers, and
- (d) cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

31.2 The Adverse Conditions Allowance will be paid at the following rates for each hour the employee is doing any work defined by clause 31.1:

- (a) \$19.53 from the first full pay period commencing on or after Commencement Date,
- (b) \$20.12 from the first full pay period commencing on or after 1 July 2025,
- (c) \$20.72 from the first full pay period commencing on or after 1 July 2026.

32. Outdoor Allowance

32.1 Employees at Level 5 or below required by WARC to work outdoors in uncovered work areas during daylight hours for at least 50 per cent of the employee's working hours will be paid an hourly Outdoor Allowance at the following rates:

- (a) \$1.32 from the first full pay period commencing on or after Commencement Date,
- (b) \$1.36 from the first full pay period commencing on or after 1 July 2025,
- (c) \$1.40 from the first full pay period commencing on or after 1 July 2026.

32.2 At the commencement of this Agreement, employees at Level 5 and below in the following areas meet the qualifying criteria set out in clause 32.1:

- (a) Trades:

- (b) Works;
- (c) Municipal;
- (d) Landfill;
- (e) Cleaners; and
- (f) Essential Services.

32.3 Employees in work groups not specified above may seek assessment against the qualifying criteria.

32.4 The Outdoor Allowance will not be paid during any paid leave and unpaid absences from work.

32.5 Employees working as a cleaner will be paid the outdoor allowance.

33. Camping Allowance

33.1 An employee required to camp at a locality for at least one night for work related purposes will be paid a Camping Allowance of:

- (a) \$31.25 per night from the first full pay period commencing on or after Commencement Date,
- (b) \$32.19 per night from the first full pay period commencing on or after 1 July 2025,
- (c) \$X per night from the first full pay period commencing on or after 1 July 2026.

33.2 Employees required to camp in a locality will be entitled to return home at the end of each working week and will be paid all travel time to and from the employee's home will be treated as work time for all purposes.

34. Motor Vehicle Allowance

34.1 An employee required by WARC to use the employee's own private vehicle for work purposes will be paid a Motor Vehicle Allowance at the amount specified by the Australian Taxation Office as a reasonable amount using the cents per kilometre method.

35. On-call Allowance

35.1 A daily On-Call Allowance will be paid where an employee is required to be ready and available to return to work at any time at the following rates:

- (a) \$43.02 from the first full pay period commencing on or after Commencement Date;
- (b) \$44.31 from the first full pay period commencing on or after 1 July 2025; and
- (c) \$45.64 from the first full pay period commencing on or after 1 July 2026.

35.2 All work undertaken while on-call that is outside the employee's ordinary hours will be paid at the relevant overtime rate.

35.3 Where an employee is required to be on-call for more than one different role, for example, an Essential Services and Aerodrome Reporting roles, the employee will only be paid one On-Call Allowance.

36. Tool Allowance

36.1 Where a tradesperson or an apprentice tradesperson is required to supply and maintain tools ordinarily used in their work, the employee will be paid a fortnightly tool allowance of:

- (a) \$44.50 from the first full pay period commencing on or after Commencement Date,
- (b) \$45.84 from the first full pay period commencing on or after 1 July 2025,
- (c) \$47.21 from the first full pay period commencing on or after 1 July 2026.

36.2 The Tool Allowance is not paid during any paid leave and unpaid absences from work.

37. Telephone Allowance

37.1 Where an employee is required to use the employee's personal mobile phone for work purposes, the employee will be paid a fortnightly Telephone Allowance of:

- (a) \$36.92 per fortnight from the first full pay period commencing on or after Commencement Date,
- (b) \$38.03 from the first full pay period commencing on or after 1 July 2025;
- (c) \$39.17 from the first full pay period commencing on or after 1 July 2026.

38. Sleepover Allowance

38.1 The Sleepover Allowance to be paid per night where an employee meets the eligibility criteria in Sections 43 is:

- (a) \$63.91 from the first full pay period commencing on or after Commencement Date,
- (b) \$65.83 from the first full pay period commencing on or after 1 July 2025,
- (c) \$67.80 from the first full pay period commencing on or after 1 July 2026.

PART H. HOURS OF WORK

39. Ordinary Hours

39.1 Ordinary hours for a full-time employee are 38 hours per week.

39.2 The maximum ordinary hours that may be worked on any day is 10 hours.

40. Span of hours

40.1 The span of hours is the range of daily hours an employee may be required to work the employee's ordinary hours without the payment of penalty rates unless otherwise provided for in this Agreement.

40.2 The span of hours to apply under this Agreement are:

- (a) 5.00 am to 10.00 pm, Monday to Sunday, for the following roles and/or work areas:
 - (i) aerodromes and airstrips,
 - (ii) cleaners,
 - (iii) community services,
 - (iv) garbage, sanitary and sullage services,
 - (v) community safety services (including Night Patrol),
 - (vi) recreation centres (including sport and recreation employees),
- (b) 8.00 am to 9.00 pm, Monday to Sunday, for employees working in libraries,
- (c) 6.00 am to 7.00 pm, Monday to Friday for employees working in child care centres,
- (d) 6.00 am to 6.00 pm, Monday to Friday for all other employees.

41. Penalty rates

41.1 This Section does not apply to employees at Level 9 and above.

41.2 Employees required to work outside the relevant span of hours, Monday to Friday, will be paid a penalty payment of 120 per cent.

41.3 Employees other than employees working in recreation centres or community services, including community safety services (Night Patrol) are entitled to the following penalty rates for all ordinary hours worked on a weekend:

- (a) 150 per cent for Saturday,
- (b) 175 per cent for Sunday.

41.4 The penalty rates in clause 41.3 will apply to employees working in recreation centres and community services for ordinary hours worked outside 5.00 am to 10.00 pm.

41.5 Any ordinary hours worked on a public holiday will be paid at the rate of 250 per cent of the employee's base rate of pay.

42. Rest breaks

42.1 Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration. The meal break is, to be taken at a mutually agreed time. The employee's manager can set the meal break time where agreement is not reached and this is necessary to meet essential operational requirements.

42.2 Employees are entitled to two paid rest breaks of 15 minutes for every 7.6 hourday. WARC and an employee or group of employees may agree to convert the two 15 minute paid breaks to a single paid break of 30 minutes.

43. Excursions

43.1 Where WARC requires an employee to supervise clients on an excursion involving at least one overnight stay the following provisions will apply:

- (a) payment for all work performed during the excursion with all overtime and penalty rates in this Agreement applying, and
- (b) payment of a Sleepover Allowance as per Section 35 for each night the employee is away from home and supervising the clients.

44. Children's Services Non-contact time

44.1 All educators working in children's services who are responsible for the preparation, implementation and/or evaluation of an educational program for an individual child or group of children, will be entitled to a minimum of two hours per week of non-contact time. During the non-contact time, the employee will not be required to supervise children or perform other duties as directed by WARC. This is to allow the employee time to prepare, implement and evaluate educational programs.

PART I. OVERTIME AND TIME OFF IN LIEU

45. Application of this Part

45.1 The provisions of this Part do not apply to employees at Level 9 and above unless specifically provided for in this Agreement.

46. When Overtime is Payable

46.1 Overtime must be approved by WARC in advance of the overtime being worked unless there are urgent requirements and it has not been reasonably possible to obtain prior approval.

46.2 WARC may require an employee to work reasonable additional hours. In determining whether an overtime requirement is reasonable, the factors set out in s62 (3) of the Fair Work Act which be taken into account, including:

- (a) any risk to employee's health and safety,
- (b) the employee's personal circumstances, including any family responsibilities.

46.3 Approved overtime will be paid where an employee is required by WARC to work in excess of the employee's ordinary hours.

46.4 The minimum overtime where an employee is recalled to work is 3 hours. This minimum does not apply when an employees is on-call and is being paid the On-Call Allowance.

47. Overtime rates

47.1 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 midday Saturday,
- (b) double time for any overtime:
 - (i) in excess of two hours,
 - (ii) after 12.00 midday on Saturday,
 - (iii) on a Sunday,
- (c) double time and a half for any overtime on a public holiday.

47.2 Where a casual employee is working overtime, the employee will not be paid the casual loading for the overtime hours.

48. Time off in lieu

48.1 An employee and WARC may agree in writing to the accrual of time off in lieu (TOIL) in lieu of payment for overtime. Where this is the case, the time off in lieu will accrue on an hour for hour basis. The agreement to the TOIL must specify that the employee may elect to be paid for the overtime at the overtime rate at any time up to the time the TOIL is taken.

48.2 TOIL is to be taken at a mutually agreed time or times within 6 months of accrual. Where this does not occur, the employee will be paid for the overtime at the applicable overtime rate of pay.

48.3 The maximum accrual of TOIL is 38 hours.

48.4 The unused balance of TOIL on termination of employment will be payable to the employee at the applicable overtime rate.

49. Rest periods

49.1 An employee who works overtime that results in the employee not having at least 10 consecutive hours off work between the end of overtime and the scheduled commencement of the employee's ordinary hours will not be required to commence work until the employee has had 10 consecutive hours off duty without loss of pay for the hours not worked.

49.2 If an employee is required by WARC to resume or continue work without having had the required 10 consecutive hours off work the employee will be paid overtime at double time until released from duty. This provision will continue to apply until such time as the employee has had the required 10 consecutive hours off work.

49.3 The provisions of this Section do not apply to employees who have undertaken overtime during an on-call period of less than 3 hours. This includes where the employee works overtime during a sleepover period while on an excursion.

50. Overtime Meal Breaks

50.1 An employee working 2 or more hours of overtime that is continuous with the employee's ordinary hours will be entitled to a paid overtime meal break of 30 minutes. The employee will be entitled to additional overtime meal breaks of 30 minutes after each additional 4 hours of overtime subject to the overtime continuing after the completion of each overtime meal break.

50.2 An employee working more than 4 hours of overtime that is not continuous with the employee's ordinary hours is entitled to a paid overtime meal break of 30 minutes after the completion of each 4 hours of overtime as long as the employee continues to work after the completion of the meal break.

50.3 WARC and an employee may agree to vary the timing of meal breaks taken during overtime to meet the circumstances of the work.

50.4 All overtime meal breaks will be paid for at the applicable overtime rate.

PART K. LEAVE

51. General provisions

- 51.1** Employees will retain all accrued leave entitlements that were held before the commencement of this Agreement.
- 51.2** All deductions of leave will be based on an employee's ordinary hours.
- 51.3** 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.
- 51.4** Unless otherwise specified in this Part, casual employees are not entitled to any paid leave.

52. Annual Leave

- 52.1** Annual leave accrues on a progressive basis at the rate of 6 weeks for each 12 months of work for full-time employees and at a pro rata rate for part-time employees.
- 52.2** An employee is able to take annual leave, subject to the availability of accrued leave and approval by WARC.
- 52.3** WARC will not unreasonably refuse a request to take annual leave.
- 52.4** Employees will not accrue any annual leave during any unauthorised absences or unpaid leave that is not to count as service.
- 52.5** Employees will be paid their normal rate of pay plus an annual leave loading of 17.5 per cent while on annual leave.
- 52.6** Where an employee is unfit for work during a period of annual leave due to illness or injury, the employee may take personal/carer's leave in place of the annual leave for the period the employee was unfit for work. To gain access to this benefit, an employee must provide documentary evidence to the satisfaction of WARC that verifies that the employee was unfit for work for the period.
- 52.7** For the purpose of section 87(1)(b) of the Fair Work Act, a shiftworker is an employee who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the 7 days of the week and who is regularly required to work on Sundays and public holidays. For avoidance of doubt, shiftworkers have the same annual leave entitlements as other employees.

Requirements to take annual leave

- 52.8** Where an employee has an annual leave balance in excess of 12 weeks, WARC 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, WARC may direct the employee to take leave for a specified period as long as the employee is given at least 8 weeks' notice and no more than 12 months' notice and at least one week of annual leave is taken.
- 52.9** Where an employee has an annual leave balance in excess of 12 weeks for more than six months, and the employee has genuinely tried to reach agreement with WARC without

success, and WARC has not issued a direction to take leave, the employee may give notice to WARC 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 does not reduce the employee's annual leave balance to less than six weeks,
- (b) the employee provides WARC with at least 8 weeks' notice and no more than 12 months' notice.

Cashing out of annual leave

52.10 WARC and an employee may agree to cash out unused annual leave subject to:

- (a) the employee having taken at least the same amount of annual leave that is being cashed out in the previous 12 months or at the time of cashing out the leave,
- (b) each cashing out of an amount of annual leave is by a separate agreement in writing between the employee and WARC,
- (c) 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, including annual leave loading, and
- (d) the cashing out not resulting in the employee's annual leave balance reducing to less than 4 weeks.

Payment for Annual Leave on Termination of Employment

52.11 Employees will be paid for any unused annual leave on termination of employment. The payment for the unused annual leave will be the amount the employee would have been paid if the employee took the annual leave and will include the 17.5 per cent annual leave loading.

53. Personal/Carer's Leave

53.1 Personal/carers leave accrues on a progressive basis at the rate of 10 days for each 12 months of work for full-time employees and at a pro rata rate for part-time employees.

53.2 Unused personal/carers leave accumulates from year to year.

53.3 Employees are entitled to paid personal/carers leave where the employee:

- (a) is unfit for work due to personal illness or injury, or
- (b) is required to provide care or support to a member of the employee's immediate family or household who is sick or injured, or who is affected by an unexpected emergency.

53.4 Employees must advise their manager of their absence on personal/carers leave as soon as practicable and advise the period or expected period of the absence.

53.5 The notice must be given as soon as practicable (which may be a time after the leave has started) and must advise the period or expected period of leave.

53.6 An employee must provide WARC with documentary evidence satisfactory to WARC verifying that the employee was unable to attend work where:

- (a) the absence is for 2 or more consecutive working days, or

(b) for single day absences where WARC considers that this is necessary in the circumstances.

53.7 Where WARC requires documentary evidence for a single day absence, the employee must be notified at the time, or shortly after, the employee notifies that the employee will not be able to attend work.

53.8 WARC may waive the requirement for documentary evidence for absences of two or more consecutive working days where it considers that it is not necessary in the circumstances.

53.9 Acceptable documentary evidence will normally be a medical certificate issued by a medical practitioner including doctors, nurses and pharmacists. Where an employee is not able to provide a medical certificate for reasons beyond the reasonable control of the employee, a statutory declaration will suffice.

53.10 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.

54. Unpaid Carer's Leave

54.1 Where a full time or part time employee does not have any accrued personal/carer's leave available, the employee is entitled to unpaid carer's leave to provide care or support for a member of the employee's immediate family or household who requires care or support because of:

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

54.2 The maximum unpaid carer's leave is 2 days per occasion.

54.3 The employee is required to provide with notice of the requirement to take unpaid carer's leave as soon as practicable.

54.4 Casual employees are entitled to 2 days of unpaid carer's leave per occasion.

55. Compassionate Leave

55.1 An employee is entitled to 3 days of paid compassionate leave for each occasion where:

- (a) a member of the employee's immediate family or household:
 - (i) contracts or develops a life-threatening illness or injury, or
 - (ii) dies, or
- (b) a baby in their immediate family or household is stillborn,
- (c) the employee or the employee's spouse or partner has a miscarriage.

55.2 Clause 55.1(c) does not apply to a former spouse or partner of the employee.

55.3 Employees will be entitled to an additional 2 days of compassionate leave where:

- (a) The employee lives within the Council borders and travels to a location outside the Council borders; or

(b) The employee lives in Darwin and travels outside the Northern Territory, to either spend time with a member of the employee's immediate family or household who has contracted or developed a life threatening illness or injury or to attend the funeral of a member of the employee's immediate family or household.

56. Family and Domestic Violence Leave

56.1 This Section summarises the main family and domestic violence leave provisions that are specified in the National Employment Standards in the Fair Work Act.

56.2 Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of the person's household, or a current or former intimate partner of a person that seeks to coerce or control the person and causes the person harm or to be fearful. For these purposes, a close relative is a member of the person's immediate family or is related to the person according to Aboriginal or Torres Strait Islander kinship rules.

56.3 An employee who has been subjected to family and domestic violence may have up to 10 days per year of paid family and domestic violence leave if the employee needs to do something to deal with the impact of the family and domestic violence. This could include, for example:

- (a) making arrangements for the employee's safety, or the safety of a close relative (including re-location),
- (b) attending court hearings,
- (c) accessing police services,
- (d) attending counselling, or
- (e) attending appointments with medical, financial or legal professionals.

56.4 An employee may be required to provide some form of verification that the employee has been subjected to domestic or family violence. Appropriate forms of evidence include a letter from the employee's doctor or legal representative, court documents or police reports. 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.

56.5 Casual employees are entitled to be paid family and domestic violence leave for any time the employee was rostered for work where the provisions of clause 56.3 apply.

57. Cultural/Ceremonial Leave

57.1 Aboriginal and Torres Strait Islander employees are entitled to up to 10 paid days of cultural/ ceremonial leave per year where the employee is unable to work as a result of cultural or ceremonial activities for which the employee has a clear cultural obligation to participate.

57.2 The ceremonial/cultural leave accrues on commencement and then on 1st July each year.

57.3 Ceremonial/cultural leave is non-cumulative and unused leave will not accrue from year to year.

57.4 WARC may approve unpaid cultural/ceremonial leave where an employee has used all of that year's cultural/ceremonial leave.

57.5 Cultural/ceremonial leave must be approved in advance by WARC where this is reasonably possible.

58. Community Service Leave

58.1 An employee who is required for jury service during ordinary working hours, will continue to be paid the employee's normal daily rate of pay for the duration of the jury service.

58.2 Employees will be entitled to unpaid Voluntary Emergency Management leave in line with the provisions of the NES.

59. Parental Leave

59.1 Employees will be entitled to unpaid parental leave in accordance with the NES, and to payment during parental leave in accordance with the *Paid Parental Leave Act 2010*.

59.2 Employees with at least 12 months service and are the primary carer of a child of the employee are entitled to 6 weeks of paid parental leave in a continuous period commencing on the date of birth of the child.

59.3 The paid parental leave provisions also apply to official adoptions for which the employee is entitled to unpaid parental leave under the NES. Where this is the case, the period of paid parental leave will commence on the date of adoption.

60. Supporting Partner Leave

60.1 Where an employee's partner has given birth or the employee adopts a child that meets the eligibility criteria for parental leave under the Fair Work Act and the employee is not the primary carer of the child, the employee will be entitled to 2 weeks of supporting partner leave.

61. Study Leave

61.1 WARC may approve up to 10 days of study leave per year where an employee is undertaking a course of study that is directly relevant to the employee's current position or potential career path.

62. Long Service Leave

62.1 Employees are entitled to long service leave in accordance with the *Long Service Leave Act* of the Northern Territory.

62.2 Where an employee's employment:

- (a) terminates either by resignation or termination by WARC for any reason other than serious misconduct, and
- (b) the employee has at least 7 years and less than 10 years of continuous service with WARC,

the employee will be paid a pro rata amount of long service leave.

62.3 WARC and an employee may agree to the employee taking their long service leave at half pay, which means that the employee will be absent for a period that is twice as long as the long service leave taken.

62.4 Where an employee elects to take long service leave at half pay the period of service will be the amount of long service leave taken rather than the length of the absence on long service leave.

63. Leave Without Pay

63.1 WARC may approve leave without pay where this is considered by WARC to be reasonable in the circumstances.

63.2 Leave without pay, other than where the employee is unfit for work due to illness or injury, will not normally be approved where the employee has any unused annual leave.

63.3 Leave without pay approved under this Section will not count as service for any purpose.

63.4 An employee who is on leave without pay for a period that includes a public holiday will not be paid for the public holiday.

64. Public Holidays

64.1 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 Kings’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) an additional day during NAIDOC week as determined by WARC,
- (j) any other day declared by or under a law of the NT to be observed generally within the NT, or a region of the NT, as a public holiday by people who work in the NT or region of the NT.

64.2 In the 2024-25 financial year, an additional public holiday will be provided to employees at a date to be specified by WARC to recognise that NAIDOC week for that year occurred before the commencement of the Agreement.

64.3 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.

64.4 An employee and WARC 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.

64.5 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.

65. Unauthorised absence

65.1 Where an employee is absent from work without approval 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 L. FLEXIBILITY

66. Individual Flexibility Arrangements

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

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangement's about when work is performed,
 - (ii) overtime rates,
 - (iii) penalty rates,
 - (iv) allowances,
 - (v) remuneration,
 - (vi) leave, and/or
 - (vii) leave loading.
- (b) the arrangement meets the genuine needs of the WARC and employee in relation to one or more of the matters mentioned in paragraph (a), and
- (c) the arrangement is genuinely agreed to by the WARC and the employee.

66.2 WARC must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s 172 of the Fair Work Act,
- (b) are not unlawful terms under s 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.

66.3 WARC must ensure that the individual flexibility arrangement:

- (a) is in writing,
- (b) includes the name of the employer and employee,
- (c) is signed by WARC and 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 this Agreement that will be varied by the arrangement,
 - (ii) how the arrangement will vary the effect of the terms,
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - (iv) the day on which the arrangement commences.

66.4 WARC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

66.5 WARC or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement, and
- (b) if the WARC and employee agree in writing, at any time.

67. Requests for flexible working arrangements

67.1 Requests for flexible working arrangements are covered by Section 65 of the Act. This Section summarises some of the main provisions set out in the Act.

67.2 An employee may request a change in the employee's working arrangements because one or more of the following circumstances apply to the:

- (a) the employee is pregnant,
- (b) the employee is a parent, or has responsibility for the care, of a child who is of school age or younger,
- (c) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*),
- (d) the employee has a disability,
- (e) the employee is 55 or older,
- (f) the employee is experiencing violence from a member of the employee's family, or
- (g) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

67.3 Where an employee has made a request for flexible working arrangements under Section 65 of the Act, WARC and the employee will discuss the request and genuinely try to reach an agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from the employee's circumstances,
- (b) the consequences for the employee if the changes in working arrangements are not made, and
- (c) any reasonable business grounds for refusing the request.

67.4 Where WARC refuses the employee's request and agreement has not been reached on alternate changes to the employee's working arrangements, the written response required by Section 65 (4) of the Act must include:

- (a) details of the reasons for the refusal including the business grounds for the refusal and how those grounds apply, and
- (b) details of any alternate changes in working arrangements WARC can offer to the employee so as to better accommodate the employee's circumstances.

67.5 If WARC and the employee agree on alternate changes to the employee's working arrangements, the details of the agreement must be provided to the employee in writing.

PART M. TERMINATION OF EMPLOYMENT

68. Application of this Part

68.1 This Part does not apply to casual employees.

69. Notice of Termination

69.1 WARC will, subject to clause 69.4, provide employees with the following notice of termination of employment:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

69.2 The notice periods in clause 69.1 will be increased by one week where the employee is over 45 years of age and has at least 2 years of continuous service.

69.3 With respect to any period of notice, WARC may:

- (a) pay the employee in lieu of any part or all of the notice periods and/or
- (b) provide the employee with duties different from those which the employee would ordinarily perform, provided those duties are generally within the employee's skill set.

69.4 The period of notice in this Section does not apply in the case of dismissal for serious misconduct as defined by the Fair Work Act

69.5 Employees are required to give the notice of termination of employment that is the higher of the notice included in the employee's contract of employment or the following:

Period of Continuous Service	Period of Notice
Up to 3 years of service	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

69.6 If an employee at Level 5 and above who is at least 18 years of age fails to give the required notice WARC may withhold from any monies due to the employee on termination an amount that is no more than one week's wages for the employee.

70. Job Search Entitlement

70.1 Where WARC provides an employee with notice of termination, the employee is entitled to up to one day off with pay in order to look for another job. WARC 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, WARC may withhold payment for that time.

71. Abandonment of Employment

71.1 Where an employee is absent from work for at least five consecutive days without reasonable cause and without notifying WARC of the absence will be regarded as having abandoned their employment with effect from the end of the fifth day of the absence.

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

71.3 Where the employee has abandoned the employee's employment as set out in clause 71.1, and the Council decides to terminate the employee's employment, WARC will write to the employee at their last known address advising the employee of this and providing the employee with the required notice of termination.

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

72. Redundancy

72.1 This clause does not apply to casual employees.

72.2 Redundancy is where, an employee's employment is terminated at WARC's initiative, because WARC 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.

72.3 Subject to the exceptions outlined below, if WARC terminates an employee's employment because of redundancy, in addition to the required period of notice provided in this Agreement, the employee will be entitled to a severance payment based upon the period of the employee's continuous service with WARC, as at the time of termination.

72.4 The severance payment is to be determined from the following table:

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

72.5 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.

72.6 An employee is not entitled to redundancy pay in relation to the termination of the employee's employment if the employee rejects an offer of employment by another employer (the second employer) that:

- (a) 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
- (b) recognises the employee's service with WARC, and
- (c) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee,

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

- 72.7** In this clause, "weeks' pay" means the employee's ordinary hourly rate of pay multiplied by the employee's ordinary hours (as it relates to the employee's employment status) for a week and excludes overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses, superannuation, car allowances and any other ancillary payments, as well as the value of any WARC vehicle provided to the employee.
- 72.8** Where WARC has given notice of redundancy to an employee, the employee will be allowed up to one day of time off without loss of pay each week for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with WARC.
- 72.9** Where an employee is transferred to lower paid duties / a lower paid position by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.
- 72.10** WARC may move the employee to the lower level position before the expiry of the notice period specified in clause 72.9 subject to the employee continuing to be paid at the higher level for the entire notice period.

PART N. CONSULTATION

73. Consultation

73.1 This Section applies if WARC:

- (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

73.2 For a major change referred to in clause 73(a):

- (a) WARC must notify the relevant employees and relevant union of the decision to introduce the major change at least 28 days prior to the change taking effect or immediately following a council resolution effecting change, and
- (b) clauses 73.3 to 73.9 apply.

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

73.4 If:

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

73.5 As soon as practicable after making its decision, WARC 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 WARC 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.

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

73.7 WARC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

73.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of WARC, the requirements set out in clauses 73.2(a), 73.3 and 73.5 are taken not to apply.

73.9 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 WARC'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.

Change to regular roster or ordinary hours of work

73.10 For a change referred to in clause 73(b):

- (a) WARC must notify the relevant employees of the proposed change, and
- (b) clauses 73.11 to 73.15 apply.

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

73.12 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;

WARC must recognise the representative.

73.13 As soon as practicable after proposing to introduce the change, WARC 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 WARC reasonably believes will be the effects of the change on the employees, and
 - (iii) information about any other matters that WARC 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).

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

73.15 WARC must give prompt and genuine consideration to matters raised about the change by the relevant employees.

73.16 In this clause *relevant employees* means the employees who may be affected by a change referred to in clause 73.

PART O. WORKPLACE DELEGATES' RIGHTS

74. Introduction

74.1 This Part provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.

74.2 In this Part:

- (a) delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected, and
- (b) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by WARC,

74.3 Before exercising entitlements under this Part, a workplace delegate must give WARC written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide WARC with evidence that would satisfy a reasonable person of their appointment or election.

74.4 An employee who ceases to be a workplace delegate must give written notice to WARC as soon as possible.

75. Right of Representation

75.1 A workplace delegate may represent the industrial interests of eligible employees in matters including, but not limited to:

- (a) consultation about major workplace change,
- (b) consultation about changes to rosters or hours of work,
- (c) resolution of individual or collective grievances or disputes,
- (d) performance management and disciplinary processes,
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act or is assisting the delegate's organisation with enterprise bargaining, and
- (f) any process or procedure in which the employees are entitled to be represented and which concerns their industrial interests.

76. Entitlement to reasonable communication

76.1 A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of employees under clause 75.1. This includes discussing membership of the delegate's organisation with the employees and representation with eligible employees

76.2 A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.

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

77.1 WARC must provide a workplace delegate with access to or use of the following workplace facilities:

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

77.2 WARC is not required to provide access to or use of a workplace facility under this Part if:

- (a) the workplace does not have the facility, or
- (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought, or
- (c) the Council does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

78. Entitlement to reasonable access to training

78.1 WARC must provide a workplace delegate with access to up to five days of paid time during normal working hours for initial training and one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, WARC is not required to provide paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees, or
 - (ii) regular casual employees.
- (c) A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered to work on a day on which the delegate is absent from work to attend the training.
- (d) The workplace delegate must give WARC not less than 5 weeks' notice (unless the Council and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) The workplace delegate must, on request, provide WARC with an outline of the training content.

- (f) WARC must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must provide WARC with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

79. Exercise of entitlements

79.1 A workplace delegate's entitlements under this Part are subject to conditions that the workplace delegate must:

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

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

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

PART P. RIGHT TO DISCONNECT

80. Employee Right to Disconnect

80.1 This Part provides for the exercise of an employee's right to disconnect set out in section 333M of the Fair Work Act.

80.2 Section 333M of the Fair Work;

- (a) Provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) WARC outside the employee's working hours;
 - (ii) A third party if the contact or attempted contact relates to their work and is outside of the employee's working hours.
- (b) Prescribes matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- (c) Provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, State or Territory.

80.3 Section 333N and 333P of the Fair Work Act provide for procedures for resolution of disputes about whether an employee's refusal is reasonable and about the operation of section 333M.

80.4 WARC must not directly or indirectly prevent an employee from exercising their right to disconnect under the Fair Work Act.

80.5 This Part does not prevent WARC from requiring an employee to monitor, read or respond to contact, or attempted contact, from WARC outside the employee's working hours where:

- (a) The employee is being paid an on-call allowance;
- (b) WARC's contact is to notify the employee they are required to attend or perform work; and
- (c) WARC's contact is in accordance with the usual arrangements for such notification.

80.6 This Part does not prevent WARC from contacting, or attempting to contact, an employee outside of working hours to notify the employee, in accordance with the usual arrangements for such notification, of:

- (a) An emergency roster change; or
- (b) A recall to work overtime.

PART Q. DISPUTE RESOLUTION

81. Procedures for preventing and settling disputes

81.1 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.

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

81.3 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.

81.4 If discussions and/or grievance handling procedures at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

81.5 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.

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

81.6 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 WARC 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.

81.7 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 – Rates of Pay

Annual rates

Level	Pay point	July 2024	From date of successful vote	July 2025	July 2026
Level 1	1	\$48,940.00	\$50,897.60	\$52,424.53	\$53,997.26
	2	\$50,028.00	\$52,029.12	\$53,589.99	\$55,197.69
	3	\$51,554.00	\$53,616.16	\$55,224.64	\$56,881.38
	4	\$53,193.00	\$55,320.72	\$56,980.34	\$58,689.75
	5	\$54,831.00	\$57,024.24	\$58,734.97	\$60,497.02
	6	\$56,469.00	\$58,727.76	\$60,489.59	\$62,304.28
Level 2	1	\$57,839.00	\$60,152.56	\$61,957.14	\$63,815.85
	2	\$59,470.00	\$61,848.80	\$63,704.26	\$65,615.39
	3	\$60,885.00	\$63,320.40	\$65,220.01	\$67,176.61
	4	\$62,515.00	\$65,015.60	\$66,966.07	\$68,975.05
Level 3	1	\$63,824.00	\$66,376.96	\$68,368.27	\$70,419.32
	2	\$65,452.00	\$68,070.08	\$70,112.18	\$72,215.55
	3	\$67,070.00	\$69,752.80	\$71,845.38	\$74,000.75
	4	\$68,694.00	\$71,441.76	\$73,585.01	\$75,792.56
Level 4	1	\$68,975.00	\$71,734.00	\$73,886.02	\$76,102.60
	2	\$70,561.00	\$73,383.44	\$75,584.94	\$77,852.49
	3	\$72,154.00	\$75,040.16	\$77,291.36	\$79,610.11
	4	\$73,743.00	\$76,692.72	\$78,993.50	\$81,363.31
Level 5	1	\$74,035.00	\$76,996.40	\$79,306.29	\$81,685.48
	2	\$75,600.00	\$78,624.00	\$80,982.72	\$83,412.20
	3	\$77,170.00	\$80,256.80	\$82,664.50	\$85,144.44
Level 6	1	\$79,778.00	\$82,969.12	\$85,458.19	\$88,021.94
	2	\$82,393.00	\$85,688.72	\$88,259.38	\$90,907.16
	3	\$85,006.00	\$88,406.24	\$91,058.43	\$93,790.18
Level 7	1	\$87,617.00	\$91,121.68	\$93,855.33	\$96,670.99
	2	\$90,229.00	\$93,838.16	\$96,653.30	\$99,552.90
	3	\$92,838.00	\$96,551.52	\$99,448.07	\$102,431.51
Level 8	1	\$95,048.00	\$98,849.92	\$101,815.42	\$104,869.88
	2	\$98,150.00	\$102,076.00	\$105,138.28	\$108,292.43
	3	\$101,255.00	\$105,305.20	\$108,464.36	\$111,718.29
Level 9	1	\$108,336.00	\$112,669.44	\$116,049.52	\$119,531.01
	2	\$113,135.00	\$117,660.40	\$121,190.21	\$124,825.92
	3	\$117,935.00	\$122,652.40	\$126,331.97	\$130,121.93
	4	\$123,418.00	\$128,354.72	\$132,205.36	\$136,171.52
Level 10	1	\$125,000.00	\$130,000.00	\$133,900.00	\$137,917.00
	2	\$127,500.00	\$132,600.00	\$136,578.00	\$140,675.34
	3	\$130,000.00	\$135,200.00	\$139,256.00	\$143,433.68
Level 11	1	\$140,000.00	\$145,600.00	\$149,968.00	\$154,467.04

Fortnightly rates

Level	Step	July 2024	From date of successful vote	July 2025	July 2026
Level 1	1	\$1,882.31	\$1,957.61	\$2,016.34	\$2,076.83
	2	\$1,924.16	\$2,001.13	\$2,061.16	\$2,123.00
	3	\$1,982.85	\$2,062.16	\$2,124.03	\$2,187.75
	4	\$2,045.89	\$2,127.73	\$2,191.56	\$2,257.30
	5	\$2,108.89	\$2,193.24	\$2,259.04	\$2,326.81
	6	\$2,171.89	\$2,258.77	\$2,326.53	\$2,396.32
Level 2	1	\$2,224.58	\$2,313.56	\$2,382.97	\$2,454.46
	2	\$2,287.31	\$2,378.80	\$2,450.17	\$2,523.67
	3	\$2,341.73	\$2,435.40	\$2,508.47	\$2,583.72
	4	\$2,404.43	\$2,500.60	\$2,575.62	\$2,652.89
Level 3	1	\$2,454.77	\$2,552.96	\$2,629.55	\$2,708.44
	2	\$2,517.39	\$2,618.08	\$2,696.62	\$2,777.52
	3	\$2,579.62	\$2,682.81	\$2,763.29	\$2,846.19
	4	\$2,642.08	\$2,747.76	\$2,830.20	\$2,915.10
Level 4	1	\$2,652.89	\$2,759.00	\$2,841.77	\$2,927.03
	2	\$2,713.89	\$2,822.45	\$2,907.12	\$2,994.33
	3	\$2,775.16	\$2,886.16	\$2,972.75	\$3,061.93
	4	\$2,836.27	\$2,949.73	\$3,038.22	\$3,129.36
Level 5	1	\$2,847.51	\$2,961.41	\$3,050.25	\$3,141.76
	2	\$2,907.70	\$3,024.01	\$3,114.73	\$3,208.17
	3	\$2,968.08	\$3,086.80	\$3,179.41	\$3,274.79
Level 6	1	\$3,068.39	\$3,191.12	\$3,286.86	\$3,385.46
	2	\$3,168.96	\$3,295.72	\$3,394.59	\$3,496.43
	3	\$3,269.47	\$3,400.25	\$3,502.25	\$3,607.32
Level 7	1	\$3,369.89	\$3,504.68	\$3,609.82	\$3,718.12
	2	\$3,470.35	\$3,609.16	\$3,717.44	\$3,828.96
	3	\$3,570.69	\$3,713.52	\$3,824.93	\$3,939.67
Level 8	1	\$3,655.70	\$3,801.93	\$3,915.98	\$4,033.46
	2	\$3,775.00	\$3,926.00	\$4,043.78	\$4,165.10
	3	\$3,894.43	\$4,050.21	\$4,171.71	\$4,296.86
Level 9	1	\$4,166.78	\$4,333.45	\$4,463.45	\$4,597.35
	2	\$4,351.35	\$4,525.40	\$4,661.17	\$4,801.00
	3	\$4,535.97	\$4,717.41	\$4,858.93	\$5,004.70
	4	\$4,746.85	\$4,936.73	\$5,084.83	\$5,237.37
Level 10	1	\$4,807.69	\$5,000.00	\$5,150.00	\$5,304.50
	2	\$4,903.85	\$5,100.00	\$5,253.00	\$5,410.59
	3	\$5,000.00	\$5,200.00	\$5,356.00	\$5,516.68
Level 11	1	\$5,384.62	\$5,600.00	\$5,768.00	\$5,941.04

Hourly rates

Level	Step	Before 1 July 2024	From date of successful vote	From 1 July 2025	From 1 July 2026
Level 1	1	\$24.77	\$25.76	\$26.53	\$27.33
	2	\$25.32	\$26.33	\$27.12	\$27.93
	3	\$26.09	\$27.13	\$27.95	\$28.79
	4	\$26.92	\$28.00	\$28.84	\$29.70
	5	\$27.75	\$28.86	\$29.72	\$30.62
	6	\$28.58	\$29.72	\$30.61	\$31.53
Level 2	1	\$29.27	\$30.44	\$31.35	\$32.30
	2	\$30.10	\$31.30	\$32.24	\$33.21
	3	\$30.81	\$32.04	\$33.01	\$34.00
	4	\$31.64	\$32.90	\$33.89	\$34.91
Level 3	1	\$32.30	\$33.59	\$34.60	\$35.64
	2	\$33.12	\$34.45	\$35.48	\$36.55
	3	\$33.94	\$35.30	\$36.36	\$37.45
	4	\$34.76	\$36.15	\$37.24	\$38.36
Level 4	1	\$34.91	\$36.30	\$37.39	\$38.51
	2	\$35.71	\$37.14	\$38.25	\$39.40
	3	\$36.52	\$37.98	\$39.12	\$40.29
	4	\$37.32	\$38.81	\$39.98	\$41.18
Level 5	1	\$37.47	\$38.97	\$40.13	\$41.34
	2	\$38.26	\$39.79	\$40.98	\$42.21
	3	\$39.05	\$40.62	\$41.83	\$43.09
Level 6	1	\$40.37	\$41.99	\$43.25	\$44.55
	2	\$41.70	\$43.36	\$44.67	\$46.01
	3	\$43.02	\$44.74	\$46.08	\$47.46
Level 7	1	\$44.34	\$46.11	\$47.50	\$48.92
	2	\$45.66	\$47.49	\$48.91	\$50.38
	3	\$46.98	\$48.86	\$50.33	\$51.84
Level 8	1	\$48.10	\$50.03	\$51.53	\$53.07
	2	\$49.67	\$51.66	\$53.21	\$54.80
	3	\$51.24	\$53.29	\$54.89	\$56.54
Level 9	1	\$54.83	\$57.02	\$58.73	\$60.49
	2	\$57.25	\$59.54	\$61.33	\$63.17
	3	\$59.68	\$62.07	\$63.93	\$65.85
	4	\$62.46	\$64.96	\$66.91	\$68.91
Level 10	1	\$63.26	\$65.79	\$67.76	\$69.80
	2	\$64.52	\$67.11	\$69.12	\$71.19
	3	\$65.79	\$68.42	\$70.47	\$72.59
Level 11	1	\$70.85	\$73.68	\$75.89	\$78.17

Appendix 2 – Classification

Level 1

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

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

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

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

Management skills: Not required at this level.

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

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

Level 2

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

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

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

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

Management skills: Not required at this level.

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

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

Level 3

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

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

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

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

Management skills: Not required at this level.

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

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

Level 4

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

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

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

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

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

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

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

a trade certificate or equivalent;

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

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

Level 5

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

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

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

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

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

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

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

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

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

Level 6

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

Authority and accountability: May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations.

Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

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

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

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

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

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

diploma or advanced diploma; or

appropriate in-house training or equivalent.

Level 7

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

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

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

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

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

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

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

Level 8

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

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

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

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

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

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

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

Level 9

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

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

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

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

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

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

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

Level 10

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

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

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

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

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

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

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

Level 11

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

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

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

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

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

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

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

Appendix 3 - Definitions

Term	Definition
CEO	Chief Executive Officer of WARC.
Commencement Date	The date that is 7 days after approval of the Agreement by the Fair Work Commission.
Community services	Means services intended to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres.
Continuous service	Includes: <ul style="list-style-type: none"> • any absence on paid leave, • any absence on Community Services or Defence Reserves Leave, • up to 14 days of Leave Without Pay in a calendar year. <p>Continuity of service is broken by a termination of employment other than where this is initiated by WARC 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.
dependant	Means a person who is eligible to be claimed by an employee as a dependant for income tax purposes
documentary evidence	Means a medical certificate issued by a medical practitioner a certificate issued by a pharmacist, or other evidence satisfactory to WARC
employee	Means an employee of WARC 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.
FWC	Means the Fair Work Commission.
immediate family	Means a: <ul style="list-style-type: none"> (a) spouse or partner of the employee,

	<p>(b) child, parent, grandparent, grandchild or sibling of the employee,</p> <p>(c) child, parent, grandparent, grandchild or sibling of a spouse or partner of the employee,</p> <p>For the purpose of the definition of immediate family spouse or partner includes former spouse or partner.</p>
community safety services	Means those services undertaken to enforce one or more of the local government entity's by -laws or any legislative requirements which the local government entity is empowered to enforce or to ensure community safety or security including rangers, security, parking inspectors, watchpersons or night patrol.
Long Service Leave Act	Refers to the <i>Northern Territory Long Service Leave Act 1981</i> .
NES and the National Employment Standards	Means the National Employment Standards in the Fair Work Act.
primary carer	Means the person who most meets a child's needs, including feeding, dressing, bathing and otherwise supervising the child in an age-appropriate manner.
recreation centres	Means a recreation centre, leisure centre, swimming pool, aquatic centre, golf course or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.
Stillborn	Refers to a baby who is still born and was at least 400 grams in weight or reached at least 20 weeks gestation but has not breathed or had a heartbeat since delivery.
WARC	Means the West Arnhem Regional Council.

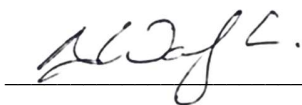
SIGNATURE PAGE
West Arnhem Regional Council

Signed by Andrew Walsh

Address of signatory 19 Benison Road
Winnellie NT 0820

The basis on which the signatory is authorised to sign the Agreement:

The signatory is the Chief Executive Officer for the West Arnhem Regional Council

Signature: 

Date: 27/11/2024


Employee bargaining representative

Signed by ~~Erina Ford~~ Lyndal Ryan

Address of signatory C/o 38 Woods Street
Darwin NT 0801

The basis on which the signatory is authorised to sign the Agreement:

The signatory is the ~~NT Branch Secretary~~ **Director** for the United Workers Union which has members covered by the Agreement.

Signature: 

Date: 28 / 11 / 2024