



Greater Dandenong City Council

Enterprise Agreement (EA) 2022

TABLE OF CONTENTS

PART A	7
1. Title	7
2. Parties Bound	7
3. Date and Period of Operation.....	7
4. Relationship to Award Schedules.....	7
5. Aim of Agreement.....	8
6. Objectives and Values.....	8
7. Best Value	9
8. Continuous Improvement	9
9. Dandenong Civic Centre Car Parking	10
10. Staff Consultative Committee Charter	11
11. Salary Increases	13
12. No Extra Claims.....	13
CONDITIONS OF EMPLOYMENT.....	14
13. Hours of Work.....	14
14. Time in lieu	15
15. Individual Flexibility Arrangements	15
16. Equal Employment Opportunity.....	17
17. Occupational Health & Safety.....	17
18. Replacement of Absences, Reasonable Workload and Use of Agency Staff.....	18
19. Induction Program For New Employees.....	18
20. Training and Development	18
21. Superannuation	18
22. Salary Sacrifice.....	19
23. Payroll Deduction of Union Fees	19
24. Worksite Flexibility/Starting Point	19
25. Journey Cover	19
26. Senior Officer Contracts	20
27. Truck Drivers and Plant Equipment Operators.....	20
28. Work Placements	20
29. Footpath Sweepers	20
30. Dispute Resolution	20
Work-Life Balance.....	22
31. Work-Life Balance Responsibilities	22
32. Parental leave.....	23
33. Special paid parental leave	24
34. After hours Dependant Care.....	25
35. Breastfeeding	25
36. Long Service Leave.....	25
37. Cultural and Ceremonial Leave.....	26
38. Defence Services Leave.....	27

39.	Emergency Services Leave	27
40.	Sick Leave or Carers/Family Leave	27
41.	Domestic / Family Violence	28
42.	Special Leave	30
43.	Study Leave	30
44.	Assault leave	30
45.	Engineer Accreditation	31
46.	Annual Leave Management.....	31
47.	Donor Leave	32
48.	Volunteer Leave	32
49.	Leave Without Pay	32
50.	Working from Home.....	32
51.	Other Models of Employment.....	33
52.	Job Share	34
53.	Staff Computer Purchase Scheme	34
Workforce Planning and Career Transition		34
54.	Introduction of Change	34
55.	Transmission of Business.....	36
56.	Employment Security.....	37
57.	Employees Aged Over 65 Years	38
58.	Adjustment of Allowances	38
59.	Injury Make-up Pay.....	38
60.	Working With Children Checks.....	39
61.	Phased Retirement.....	39
62.	Uniforms	39
63.	Trade Union Training Leave	39
64.	Representative Rights	40
65.	Delegate Communication	40
66.	Bereavement / Compassionate Leave	41
67.	Gender affirmation leave	41
APPENDIX A - DEFINITIONS.....		42
APPENDIX B – GENERAL REDUNDANCY POLICY		43
1.	Entitlements	43
2.	Application	43
APPENDIX C - MATERNAL AND CHILD HEALTH SERVICES TEAM AND NURSE IMMUNISER TEAM SPECIFIC CONDITIONS OF EMPLOYMENT.....		45
1.	Staff Covered.....	45
2.	Hours of Work.....	45
3.	Overtime – all nurses.....	45
4.	Relief Staff – all nurses.....	46
5.	Part-time Employees – all Nurses	46
6.	Leadership roles	46
7.	Workloads – MCH Nurses	47

8.	Orientation – all Nurses	47
9.	Clinical Mentoring and Supervision – MCH Nurses only.....	47
10.	Professional Development – all Nurses	48
11.	Qualifications allowance – all Nurses.....	49
12.	Study Leave – all Nurses.....	49
13.	Use of Own Cars – all Nurses	49
14.	Car Parking – all Nurses.....	49
15.	Safety – all Nurses	49
16.	Nurse Immunisers minimum engagements.....	50
17.	Annual Leave – all Nurses.....	50

APPENDIX D – COMMUNITY CARE TEAM SPECIFIC CONDITIONS OF EMPLOYMENT 51

1.	Hours of Work.....	51
1.	Notification of job changes	53
2.	Travel & Phone Allowances.....	53
3.	Non Productive Visits	54
4.	Qualifications & Duties	55
5.	Funeral Leave.....	56
6.	Vehicle servicing.....	56

APPENDIX E - SALARY RATES TO BE PAID FOR FIRST AND SECOND INSTALMENTS 57

PART B - VICTORIAN LOCAL AUTHORITIES AWARD 2001 (1 February 2023) 60

1.	Title	60
2.	Arrangement.....	60
6.	Exclusions To Award Coverage	62
7.	Definitions (General).....	62
10.	Anti-Discrimination.....	63
11.	Worksite Flexibility / Starting Point	63

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION 64

12.	Consultation And Dispute Resolution Procedures	64
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PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS..... 64

14.	Multi-Skilling	64
15.	Types Of Employment	65
15.2A	Casual Employment	66
16.	Staff Development Scheme	70
17.	Redundancy	71
17A.	Redundancy Disputes Procedure.....	74
18.	Notice Of Termination.....	75
19.	Terms Of Employment.....	77
20.	Position Description.....	78
21.	Annual Review.....	78

PART 5 – WAGES AND RELATED MATTERS..... 80

22.	Classification And Minimum Rates Of Pay	80
23.	Allowances	87
24.	Higher Duties/Mixed Functions.....	101
25.	Accident Pay.....	101
26.	Superannuation	102
27.	Tools/Instruments	104
28.	Uniforms/Protective Clothing	104
29.	Loss Or Damage To Clothing And/Or Spectacles.....	104
30.	Board And Lodging.....	105
31.	Quarters.....	105
32.	Vehicle Hire	106
PART 6 – HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK		106
33.	Ordinary Time Hours Of Work.....	106
34.	Overtime (And) Work Performed On Saturdays, Sundays And Public Holidays	116
35.	Rest Interval	129
PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS		130
36.	Parental Leave	130
37.	Carer's Leave	137
38.	Long Service Leave.....	141
39.	Sick Leave	141
41.	Annual Leave And Leave Loading	145
42.	Public Holidays	148
PART 8 – TRAINING AND RELATED MATTERS.....		151
43.	Training.....	151
44.	Supported Wage Systems.....	152
PART A - EMPLOYEES - BANDS 1 to 8		156
1.	Employee - Band 1	156
2.	Employee - Band 2	157
3.	Employee - Band 3	159
4.	Employee - Band 4	162
5.	Employee - Band 5	166
6.	Employee - Band 6	170
7.	Employee - Band 7	172
8.	Employee - Band 8.....	174
PART B – SENIOR EXECUTIVE OFFICER.....		176
9.	Senior Executive Officer	176
PART C		177
1.	Relationship To Agreement.....	177
2.	Title Of Schedule	177
3.	Incidence And Application	177

4.	Definitions	177
5	Access to the award and the National Employment Standards	178
6	The National Employment Standards and this award	178
7	Award flexibility	179
	Consultation and Dispute Resolution.....	180
8	Consultation	180
9	Dispute resolution	181
	Employer and Employees' Duties, Employment Relationship and Related Arrangements..	182
10	Types of employment	182
11	Redundancy	183
12	Termination of employment	183
	Wages and Related Matters.....	184
13	Classifications	184
14	Minimum weekly wages	184
15	Payment of wages	185
16	Higher duties	185
17	Allowances	185
18	Superannuation	188
	Hours of Work, Breaks, Overtime, Shift Work, Weekend Work	189
19	Ordinary hours of work	189
20	Rest breaks between rostered work	189
21	Accumulation and taking of accrued days off (ADOs)	190
22	Rostering	190
23	Saturday and Sunday work	190
24	Overtime	190
25	Summer time	192
	Leave of absence and public holidays	192
26	Annual leave	192
27	Personal/carer's leave and compassionate leave	193
28	Public holidays	194
29	Ceremonial leave	195
30	Accident pay	195
.	196	

PART A

1. Title

This Agreement shall be known as the Greater Dandenong City Council Enterprise Agreement (EA) 2022.

2. Parties Bound

This Agreement shall be binding on:

- (a) The Australian Services Union; Professionals Australia; and the Australian Nursing and Midwifery Federation (Vic Branch).
- (b) Greater Dandenong City Council.
- (c) All employees of Greater Dandenong City Council other than the Chief Executive Officer.

3. Date and Period of Operation

- (a) This Agreement will operate from 7 days after the agreement is approved by the Fair Work Commission and will have a nominal expiry date of 30 June 2025.
- (b) The parties agree to meet and commence negotiations towards a new agreement not less than three months but no more than six months prior to expiry.

4. Relationship to Award Schedules

- (a) This agreement should be read and interpreted wholly in conjunction with the following Schedules:
 - Part B: (a modified version of the former Victorian Local Authorities Award 2001); and
 - Part C (Nurses (ANMF – Victorian Local Government) Award 2015 as at 20 June 2018).
- (b) Provided that where there is an inconsistency between Part B and/or Part C, and Part A of this Agreement (including Appendices), Part A shall prevail. Provided that where Part A is silent, Part B and/or Part C shall prevail.
- (c) The National Employment Standards will be read in conjunction with this Agreement. Where there are matters in the National Employment Standards which are not specifically included in this agreement then they shall apply to all employees covered by this agreement. Where the National Employment Standards are more beneficial than those

provided in this agreement then the provisions of the National Employment Standards shall apply to the extent of any inconsistency.

5. Aim of Agreement

- (a) The parties are committed to the achievement of best practice in the delivery of services to the community by the Council.
- (b) Best practice means providing services to the community as well as can be done and agreeing on benchmarks, processes and timeframes to achieve this.
- (c) Best practice involves continuous improvements to:
 - efficiency and effectiveness;
 - quality of service provision;
 - the customer focus of the organisation;
 - the competitiveness of the organisation;
 - the job satisfaction and career opportunities for employees;
 - the democratisation of the workplace and the involvement of employees in the decision-making processes of the organisation;
 - the use of technological systems and processes to improve service delivery to customers;
 - our environment.
- (d) Council's priorities for planning and providing services to the community are identified in its Council Plan which is reviewed and updated by Council on an annual basis in consultation with the community and employees. Council will involve employees to develop measures and targets on an annual basis through a variety of forums across the organisation and in individual business units.

6. Objectives and Values

The development of this Agreement reflects the parties' mutual commitment to and concern for the following objectives and values:

- Encouraging innovation and creativity amongst staff;
- Ensuring fairness, equity and equality;
- Meeting the needs of customers;
- Recognising and rewarding the performance of staff;
- Promoting continuous improvement principles and initiative;
- Promoting belonging;
- Maximising productivity;

- Making jobs worth having;
- Encouraging staff development; and
- Promoting communication and consultation.

7. Best Value

During the life of this agreement Council may undertake Best Value service reviews in line with the Best Value Principles of the Local Government Act 1989.

Best Value reviews will be undertaken through a consultative process ensuring that employees in the work area under review are fully involved in the review of that work area. Continuous Improvement methodology, as set out in Clause 8 below, will form the basis for Best Value service reviews.

Employees may be required to participate in the Best Value process. This will include opportunities to be involved in developing the Council Plan, Annual Plan and individual Business Unit plans affecting their work group, including the review of processes and procedures affecting their service area. Relevant employees or a representative group of employees will have the opportunity to be involved in the investigation and introduction of measures aimed at improving the performance of the service/unit. Where it is deemed that market testing of a service is necessary, Council will support the staff to submit an in-house bid.

Each Business Unit will have the opportunity to utilise mechanisms for communication of issues affecting them that are built into the service review process. Any decisions that have an impact on the operations of a business unit will be the subject of consultation with all employees in the affected unit. The parties acknowledge the Introduction of Change provisions of this Agreement.

The Staff Consultative Committee will be provided with reports of implementation of Best Value across the organisation.

8. Continuous Improvement

The parties will participate in Continuous Improvement activities in good faith and within reasonable timeframes in order to implement improvements and achieve efficiencies for the benefit of the organisation and the community.

Continuous Improvement shall include but not be limited to:-

- (a) regular or periodic reviews of current Organisational or Departmental work practices including their effectiveness and efficiency in delivering services to the community. Reviews can vary in depth and complexity from cross functional project teams working on key council processes to Business Units reviewing their processes at a local level;
- (b) the development of Key Performance Indicators (KPIs) and appropriate measurement and reporting systems which are to monitor performance at a Business Unit and Organisational level only;

- (c) the trialling of new technologies as they emerge in order to analyse benefits to services, skills development and assess the potential for wider application across Council;
- (d) implementing existing and proven technologies such as GPS, mobile computing etc in order to improve efficiency of operations and enhance service delivery to the community.

The parties agree to implement new technology or expand the use of existing technology with the understanding that it will be used to continuously improve service delivery and not for performance management and / or disciplinary purposes that are unjustified.

Where a decision is made to introduce Technology that is likely to have a significant impact upon staff, Council will consult with effected employees in accordance with Clause 54, Introduction of Change.

The parties recognise that new or enhanced technology may provide information that could be used for performance management and / or disciplinary purposes. Such use is ancillary to the primary purposes for introducing the new technology. Where Council plans to introduce new technology that may produce information that could be used for performance management or disciplinary purposes, it will consult with affected employees and their unions (in accordance with Clause 54, Introduction of Change and via the Staff Consultative Committee) prior to introducing the change.

9. Dandenong Civic Centre Car Parking

- (a) Car parking subsidy
 - (i) For the 24 month period starting from the first full pay period after this Agreement comes into operation, Council will subsidise the cost to an employee of a Thomas Street multi-deck car park permit by 30%.
 - (ii) Pro-rata proportions of this entitlement will apply to part time and casual staff.
 - (iii) Staff who choose to purchase an annual parking permit as outlined above will only be required to pay the balance of the annual permit cost via fortnightly payroll deduction;
 - (iv) The subsidy of parking fees will not apply to any staff member who is provided with a Council vehicle.
- (b) Green Travel Plan
 - (v) Council will continue to offer a comprehensive Green Travel Plan including such elements as Myki Club discounts, interest free loans for Myki Tickets as well as Bicycle and Carpooling incentives.
 - (vi) The Green Travel Plan will be reviewed within the first 6 months of the operation of this Agreement, in consultation with the SCC Committee members. This review may also discuss reimbursement rates associated with electrical

vehicles. Any agreed changes will be tabled at the next enterprise agreement negotiations.

- (vii) The aim of the Green Travel Plan is to reduce the overall number of single occupant car travel journeys.

10. Staff Consultative Committee Charter

(a) Objectives

This committee is committed to cooperatively and positively increasing the efficiency, productivity and competitiveness of the organisation to enhance training, career opportunities and job security of employees within the organisation.

The role of the Consultative Committee is to provide a forum for employees and the management of the Council to meet and discuss Organisational Development and staff related issues.

The Staff Consultative Committee shall comprise the following numbers of persons representing Management, Unions and Staff.

Management Representatives - 6

Local Union Delegates - 6

In addition to the above staff may elect up to three (3) persons to represent their interests on the Staff Consultative Committee (Staff Representatives). Each Staff Representative position on the committee shall end twelve months after the date of election unless the person is re-elected by staff.

Further to the above, other persons, including union officials, may request or be invited to attend meetings from time to time as observers. Permission will not be unreasonably withheld.

(b) Terms of Reference

The following matters shall form the basis for the work of the Committee. The Committee will seek to reach agreement on the matters set out below and make recommendations as appropriate to the Chief Executive Officer. Where agreement is not reached, the Chief Executive Officer may be advised of the reasons.

1. To consider measures raised by Council, Union Delegates and Staff Representatives or employees aimed at achieving or contribution to the objectives set out above;
2. Participate in the ongoing operation of the Enterprise Bargaining Agreement, with the aim of effective implementation of the EA throughout the organisation;
3. Provide an appropriate forum for issues of a corporate nature including external influences to be raised and discussed with the aim to improve consultation and communication between management and staff. Including matters arising out of the best value process;
4. To be provided with updates of corporate training as required. To promote staff training, development / career opportunities and job security;

5. Participate in reviews of staff related policies;
6. Where appropriate, participate in the development of employee related surveys. Consider and review outcomes of such surveys and develop action plans to address the outcomes;
7. Raise and / or consider other employment related matters as agreed by the Staff Consultative Committee;
8. Monitor the use of casual, fixed term and agency hire staff. At least six monthly;
9. To act as an Appropriate Workplace Behaviours (AWB) Advisory Committee. As a minimum every third Staff Consultative Committee meeting will be extended to discuss AWB matters. AWB Contact Representatives will be asked to attend these meetings.

The Terms of Reference of the Committee do not include matters of a general industrial nature which should be dealt with in accordance with the Prevention and Settlement of Disputes provisions as set out in this agreement.

(c) Procedural Guidelines

1. Membership

The Committee shall comprise Council employees including nominated 6 Management Representatives, 6 Union Delegates nominated by unions and up to 3 Staff Representatives elected by staff every year;

2. Chairperson

The Committee shall appoint a person from amongst its membership to act as a Chairperson. The Chair shall alternate at 12 month intervals between Management, Union Delegates and Staff Representatives;

3. Convener

The Manager People and Procurement or Team Leader Organisational Development will act as convener;

4. Administrative support

An independent minute taker will be provided by management. The minute taker will be responsible for the taking of minutes and the gathering of agenda items. Minutes and agenda will be circulated at least one week prior to meetings;

5. Meetings

Meetings shall be held at least monthly, with the exception of January, unless the Committee determines that more frequent meetings are necessary. Meetings will be held at a time and place as agreed;

6. Reporting

The Committee shall make recommendations to the CEO. Executive Staff will be kept informed of matters considered by the Committee in accordance with Council's staff communication policies or strategies. Minutes of the committee meetings will be posted on the intranet, via other corporate information channels and made available in hard copy upon request. Where a recommendation goes forward without the agreement of the union delegates and/or Staff Representative/s, the respective delegates or Staff Representative/s may submit a written statement of the reasons for disagreement, which will be included with the recommendation forwarded to the CEO and may request a meeting.

11. Salary Increases

Senior Officers and Senior Executive Officers are excluded from the salary increases provided for by this Agreement. Instead, the Chief Executive Officer has discretion to set annual wage increase for Directors and Business Unit Managers. Under no circumstances will any annual wage increases for the Directors and Business Unit Managers be higher than either the Gazetted Rate Cap as set by the Minister for Local Government for the applicable financial year or the annual salary increase for that year under this Agreement.

Year 1

A salary increase of 2.25 % or \$38 per week, whichever is the greater, to apply from the first full pay period in July 2022.

Year 2

A salary increase of 3.5% or \$42 per week, whichever is the greater, to apply from the first full pay period in July 2023.

Year 3

A salary increase of 2.25% or \$32 per week or the Gazetted Rate Cap set by the Minister for Local Government for the 2024/2025 year, whichever is the greater, to apply from the first full pay period in July 2024.

Pay Rates

The weekly pay rates are detailed in Appendix E .

12. No Extra Claims

The parties undertake that for the life of this Agreement there shall be no further wage increases or other claims, sought or granted except for those granted under the terms of this Agreement.

CONDITIONS OF EMPLOYMENT

13. Hours of Work

13.1 Ordinary hours

- (a) The ordinary hours of work for full-time employees will average 7.6 per day / 76 per fortnight and will be worked between the hours of 7.00am to 7.00pm, Monday to Friday (both inclusive). However, up to 10 hours per day may be worked as ordinary hours by mutual agreement, for the purpose of 13.2(b).
- (b) The ordinary hours of work for all employees based at the Operation Centre will be worked between the hours of 6.00am to 6.00pm, Monday to Friday (both inclusive). For full-time employees, ordinary hours will average 7.6 per day / 76 per fortnight, however up to 10 hours per day may be worked as ordinary hours by mutual agreement, for the purpose of 13.2(b).
- (c) The ordinary hours for employees in the following areas will be as defined in Part B of this agreement:

Hallkeeping, Cleansing, Library Services (35 hour week staff), Community Services employees only employed up to 24 hours/7 days direct service delivery in PAG, Community Transport Services, Community Care and Recreation Centres.
- (d) Maternal and Child Health Nurses and Nurse Immunisers hours of work are set out in Appendix C and Part C.
- (e) Community Care Workers hours of work are set out in Appendix D and Part B.

13.2 RDO's, time in lieu and variations to hours

- (a) The parties will endeavour to provide flexible working arrangements where possible. The parties acknowledge that the principles associated with employees working a 9 day fortnight will remain in place for the term of this agreement.
- (b) Where an employee elects to work with agreement from their supervisor in excess of 7.6 hours per day within the above spread of ordinary hours, subject to paragraph (c) below, these may be taken in the following ways:

- i. as time in lieu on an hour for hour basis;
 - ii. as a rostered day off, e.g. 9 day fortnight / 19 day month;
 - iii. other flexible arrangements;
 - iv. as per Part B of this agreement.
- (c) Where an employee is required to work hours in excess of the ordinary spread defined in sub-Clause 13.1 or in excess of their normal hours, conditions defined in Part B of this agreement in relation to Overtime / Time-in Lieu shall apply.
- (d) Rostering of RDO's and Time in Lieu will be determined by work groups with the intention of maximising customer service. Where practical, the work group will ensure that no more than one employee is on an RDO and Time in Lieu at any one time.
- (e) Managers / Business Unit Leaders may advise employees of options available regarding variations to ordinary hours of work. Individual employees may seek to vary their ordinary hours of work. Such arrangements must be mutually agreed and in writing.
- (f) Any Manager / Business Unit Leader seeking to change the ordinary hours of work for a Work Group is required to;
 - i. Consult with employees and reach agreement on the change, then on the form and nature of the redesigned service delivery;
 - ii. Receive final approval for service adjustment from the relevant Director.
- (g) Sub-clause 13.2, paragraphs (a) and (b) do not apply to Library Services (35 hour week staff) and Part B of this agreement will apply.

14. Time in lieu

To encourage a work / life balance, staff required to work Time in Lieu may only accrue a maximum of 38hrs in total. Accrued Time in Lieu to be taken as agreed with the Manager / Supervisor. Alternative arrangements may be put in place subject to operational requirements with approval granted by the relevant Director e.g. seasonal workers. This Clause does not include the taking of RDO's with alternative arrangements to be put in place subject to operational requirements.

15. Individual Flexibility Arrangements

15.1 Matters

For the avoidance of doubt, this clause does not override clauses 22.6 and 22.7 of Part B of this Agreement in relation to employees who are defined as Senior Officers of Council.

An employee may enter into Individual Flexibility Arrangement (**IFA**) with Council by mutual agreement, which varies the terms of their employment across the following matters;

- (a) arrangements about when work is performed;

- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading.

15.2 Arrangement

The IFA must contain the terms of this Agreement that will be varied by the IFA, and be genuinely agreed by the Council and the employee.

Council must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no IFA was made.

Council must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of Council and the employee; and
- (c) is signed by Council and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - i. the terms of the Agreement that will be varied by the IFA;
 - 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 their employment as a result of the IFA; and
 - iv. states the day on which the IFA commences.
- (e) is able to be terminated by:
 - i. Council or the employee giving written notice to the other party to the IFA of not more than 28 days; or
 - ii. Council and the employee agreeing in writing, at any time, to the termination of the IFA.

Council must give the employee a copy of the IFA within 14 days after it is agreed to.

Employees will be advised that they may choose to have a union representative or other representative present during IFA discussions.

16. Equal Employment Opportunity

- (a) The parties are committed to upholding the principles of Equal Employment Opportunity (EEO) in all activities and will actively encourage all employees to ensure all opportunities to improve equity are identified and addressed. The workplace will be free from any form of discrimination and harassment whatsoever.
- (b) The Staff Consultative Committee will continue to monitor the Appropriate Workplace Behaviours Policy (AWBP) at Council and the requirement to provide an equitable and discrimination free environment. Council is committed to maintaining and training a network of AWB Contact Representatives. AWB Contact representatives will meet quarterly or as agreed as set out in Clause 1011(b)9.

17. Occupational Health & Safety

- (a) The parties agree that Occupational Health and Safety is a priority in order to minimise any lost time due to workplace injury and illness and to reduce WorkCover premiums. The Council is committed to providing its employees with a safe and healthy working environment that is free from bullying and harassment.
- (b) Health and safety will not be compromised in the belief that other considerations have a higher priority. The Council will ensure that:
 - i. All employees are provided with safe plant and systems of work;
 - ii. All employee are provided information, training and support;
 - iii. It complies with legislation and codes of practice;
 - iv. Consultation with all employees occurs when changes in the workplace are contemplated; and
 - v. Implementation, monitoring and review of all relevant policies and procedures every two years including staff car-parking.
- (c) The Council will ensure the on-going co-operation and active participation of all employees in Council's Health and Safety Program to ensure that everyone accepts responsibility for compliance with all policies, regulations and work practices.
- (d) The parties are committed to ongoing accreditation to Council's ongoing Health and Safety Program during the life of this Agreement as they pertain to the relevant Australian Standard.
- (e) The parties agree to support a corporate health, fun and fitness program for all staff during the life of the agreement. This program will be seen as an adjunct to the Council's corporate training and occupational health and safety programs.
- (f) Elected Occupational Health and Safety Representatives will be provided with access to approved training to a maximum of 10 days in any two year period.

- (g) The parties acknowledge the human and financial costs of stress and agree the OHS Committee will continue to review strategies to reduce the incidence of stress in the workplace.

18. Replacement of Absences, Reasonable Workload and Use of Agency Staff

Council is committed to ensuring that during periods of absences workloads for remaining staff are reasonable. It is the responsibility of individual managers to determine the most effective strategy to achieve this for their work areas in consultation with affected staff.

Council's preference and priority is to use direct employees and will make every reasonable attempt to do so before engaging agency staff, particularly where the vacancy is medium to long term. Use of long term agency staff will not be the usual practice of Council.

19. Induction Program For New Employees

Council shall provide all new employees with the opportunity to participate in an induction program and will provide time for the relevant local Union Representative to address inductees and provide them with relevant information. New employees are announced to all staff through Webstar. If this practice ceases, other arrangements to provide this information to delegates will be implemented. Union membership forms will continue to be provided in employee welcome kits.

20. Training and Development

- (a) An annual training program will be developed by each work group to address the needs of employees in responding to the competency requirements of each position.
- (b) Where appropriate, the parties will work together to ensure the ongoing implementation of the National Local Government Competency Standards within Council as the basis for training, performance management and career development of all employees.
- (c) Where appropriate, assist employees to gain recognised and relevant qualifications.
- (d) Recent Graduates will be encouraged to participate in the online mentoring program and will be encouraged to participate in staff development programs including job rotations.
- (e) Casual employees can request access to annual reviews as part of Council's Performance, Review and Enhancement Program.

21. Superannuation

- (a) Council shall continue to be a participating employer of Vision Super funds in accordance with the Vision Super Fund Trust Deeds for all employees.

- (b) Council will also be a participating Employer of HESTA and any employee may elect to have their Employer's superannuation paid into HESTA.
- (c) Council shall meet required timeframes in regard to the administration of superannuation entitlements.
- (d) Council will provide retirement and/or other financial planning information sessions conducted by duly qualified and experienced providers for all staff in paid time.
- (e) In accordance with Superannuation Guarantee legislation, Council will make superannuation payments on an employee's behalf into a superannuation fund of the employee's choice.
- (f) If an employee does not nominate a superannuation fund on commencement of employment, Council will 'staple' contributions on behalf of that employee to one of their existing superannuation funds as determined through the Australian Taxation Office. If Council is unable to determine an existing superannuation fund, contributions for that employee will be paid into the default fund, Vision Super.
- (g) Council will support the use of the Vision Super clearing house facility and will further review the provision should it cease to be a cost and process effective facility for Council.

22. Salary Sacrifice

Employees may sacrifice part or all of their salary in return for other benefits as approved by the Australian Taxation Office as legally allowable items. All Fringe Benefits Tax and other costs incurred as a result must be borne by the employee. Employees wanting salary sacrifice will be advised by Council to receive independent financial advice.

23. Payroll Deduction of Union Fees

Council will provide payroll deduction facilities for the payment of union membership fees.

24. Worksite Flexibility/Starting Point

To be read in conjunction with Clause 11 of Part B, Worksite Flexibility / Starting Point.

- (a) Where it is demonstrated that a significant disadvantage results from this change the employee shall be compensated by an appropriate arrangement.

25. Journey Cover

For the life of this Agreement, Council will provide Personal Injury journey accident insurance for employees to ensure cover for accidents arising in the course of journeys from home to work and from work to home, where such accidents are not covered fully by WorkCover or the Transport Accident Commission.

26. Senior Officer Contracts

Council may employ a Senior Officer or a Senior Executive Officer on a contract under clause 15 of Part A and/or clause 22.6 of Part B of the Agreement. This contract may also contain a maximum term of no more than five years, notwithstanding clause 15.4 of Part B of this Agreement.

27. Truck Drivers and Plant Equipment Operators

Employees engaged as Truck Drivers and Plant Equipment Operators will be entitled to progress within the Band subject to meeting progression requirements as outlined in Part B of this agreement.

28. Work Placements

- (a) Council may provide work placement opportunities to tertiary students, outside of a formal work experience program, for a period not exceeding three months.
- (b) Students engaged on a work placement shall be additional to existing staff levels. Council will not dispense with any full-time or part-time positions for the purpose of creating a work placement.

29. Footpath Sweepers

Cleansing Team employees required to make brooms will be paid an allowance of \$25.00 per week.

30. Dispute Resolution

- 1. Subject to clause 8 below if a dispute relates to:
 - (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards; or
 - (c) matters relating to flexible working arrangements or extensions of unpaid Parental Leave under the National Employment Standards.

This clause sets out procedures to settle the dispute.

- 2. An employee who is a party to the dispute may appoint a Union or Staff Representative for the purposes of the procedures in this clause.
- 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 relevant

supervisors and/or management and where requested by the employee(s), the employees' representative which may be the relevant union.

4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009* (FW Act).

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

6. While the parties are trying to resolve the dispute using the procedures in this Clause:
 - (a) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable Occupational Health and Safety legislation would not permit the work to be performed; or
 - 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.
7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
8. Any dispute about a matter arising under this Agreement that relates to Equal Employment Opportunity, Occupational Health and Safety, Discrimination or WorkCover will first be dealt with at the workplace level. If the dispute is not settled it will then be

dealt with in accordance with the procedures set out in the relevant legislation (which applies separately and of their own force). An employee who is a party to the dispute may appoint a Union or Staff Representative for the purposes of these processes.

9. Notwithstanding the remainder of this clause, any disputes related to systemic workplace gender equality issues may be dealt with by the Gender Equality Commissioner in accordance with sections 39 and 40 of the Gender Equality Act 2020.

WORK-LIFE BALANCE

31. Work-Life Balance Responsibilities

- (a) The parties recognise the needs of employees with family and other life responsibilities and their right to address those responsibilities without conflict between their employment, family, health, study and other life responsibilities.
- (b) As part of Council's commitment in assisting staff to balance work / life responsibilities, Council will continue to monitor and support the following options:
- i. working hours arrangements;
 - ii. flexible leave arrangements;
 - iii. special leave needs;
 - iv. keep in touch scheme.

(c) Right to Disconnect

The right to disconnect refers to an employee's right to be able to disengage from work and refrain from engaging in work-related communications, such as emails, telephone calls or other messages, outside of agreed working hours. The right to disconnect has four main elements:

- i. Supervisors and managers must respect employees' periods of leave and rostered days off.
- ii. Other than in emergency situations or genuine welfare matters, employees must not be expected to routinely perform work outside of their agreed working hours.
- iii. Employees will not be penalised or otherwise disadvantaged for refusing to attend to work matters outside of their agreed working hours.
- iv. Employees are not required to read or respond to emails, messages or phone calls outside of their agreed working hours unless one of the following areas apply:
 - The person has been requested and paid by council to be 'on call'; or
 - The persons contract of employment or individual flexibility arrangement otherwise varies their arrangements about when work is to be performed; or

- There is an emergency situation and the person is required to respond to that emergency.

32. Parental leave

- (a) Employees who are entitled to take Parental Leave in accordance with the relevant clauses of Part B of this Agreement or other statutory provisions will be entitled to extend the period of unpaid parental leave to a period not exceeding 104 weeks in total.
- (b) Employees who are entitled to take parental leave as a primary carer in accordance with the relevant clauses of Part B of this Agreement or other statutory provisions will be entitled to a maximum of sixteen weeks paid leave as part of the parental leave entitlement. Payment for parental leave as a primary carer will be made at the time of taking the leave and may be taken at half pay over a period of 32 weeks.
 - i. The provisions of clause 32(b) shall also apply to an employee irrespective of gender who is/are the primary care-giver of a child under twelve months of age, whether the child is the birth child of either parent, adopted or places through permanent care (in the case of adoption and permanent care, the child must be under 18). If both parents are employed by Council, only one parent will be entitled to payment as a primary carer.
 - ii. If the employee passes away during the period of their paid parental leave as a primary carer, Council will pay the balance of the untaken paid leave into the employee's estate.
- (c) In addition to all entitlements as outlined in Part B of this Agreement, if it is in the interests of both parties, employees on Parental Leave may apply to return to work on a part-time basis in the same or similar job to that occupied prior to Parental Leave, subject to operational requirements or in relation to an employee who transferred to a safe job, the position held immediately before the transfer.
- (d) Employees who are entitled to take Partner Leave in accordance with the relevant clauses of Part B of this Agreement or other statutory provisions will be entitled to a maximum of six weeks paid Partner Leave. This may be taken in periods of a minimum of one week. This provision shall also apply to employees in same sex relationships or who adopt a child of who have a child placed with them through permanent care. In cases of adoption or permanent care, the employee will be required to provide evidence that they are an approved applicant for adoption or permanent care respectively.
- (e) Employees on Parental Leave as a primary carer shall provide written advice of their intention to return to work or not at least 6 weeks prior to the expiration of the leave.
- (f) For the purposes of pre-natal leave, or to access assisted conception or fertility treatments, surrogacy treatments or processes, or pre-adoption or pre-permanent care application processes, staff may access up to three days' paid leave (pro rata for part-time employees and calculated in hours), together with any RDO's, Time in Lieu, Annual Leave, Sick Leave or Leave without Pay.
- (g) Council will provide 'keep in touch' options (upon request) for staff on extended leave.

- (h) Federal Paid Parental Leave entitlements will not be absorbed into the entitlements set out in this Agreement.
- (i) Employees returning from Parental Leave will have the option of a return to work plan developed in conjunction with the employer which will include support from Organisational Development.
- (j) Council will pay a lump sum of \$3,000 on behalf of an employee proceeding on parental leave as a Primary Carer into that employee's superannuation account, in addition to the superannuation paid on behalf of the employee during their period of paid parental leave. This amount will be paid for each occasion on which an employee takes parental leave as a Primary Carer and will not be pro rata for part-time employees.

33. Special paid parental leave

- (a) Employees who are entitled to take Maternity Leave in accordance with the relevant Clauses of Part B and/or Part C of this agreement or other statutory provisions will, in the circumstances set out in this Clause, be entitled to special paid parental leave.
- (b) Where Maternity Leave ends within 28 weeks of the expected date of birth other than by the birth of a living child or the employee's child dies after being born ("the event"), then in accordance with Clause 32(b), Part A of this Agreement:
 - i. the employee will be entitled to 6 weeks' special paid parental leave (which, if taken, must immediately follow the event); or
 - ii. where the employee has less than 6 weeks of paid Maternity Leave remaining under clause 32(b), Part A of this Agreement at the time of the event, the employee will be entitled to special paid parental leave equivalent to their remaining entitlement to paid Maternity Leave under clause 32(b), Part A of this Agreement (which, if taken, must immediately follow the event).
- (c) The employee's entitlement to paid Maternity Leave in respect of the pregnancy in accordance with clause 32(b), Part A of this Agreement will cease from the date of the event.
- (d) An Employee must give Council notice of taking leave in accordance with this clause as soon as practicable (which may be after the leave has commenced). The notice must advise Council of the period, or expected period, of the leave. If requested by Council to do so, the employee must give Council evidence that would satisfy a reasonable person that the leave is taken for the reasons specified in clause 33(a) or 33(b) Part A of this Agreement.
- (e) In addition to the paid leave entitlements provided in this clause, an employee may be entitled to unpaid special maternity leave in accordance with clause 36.5.6(a), Part B of this Agreement and/or sick leave in accordance with clause 40, Part A of this Agreement.

34. After hours Dependant Care

- (a) The parties recognise that training and attending meetings at times outside the normal hours worked for a particular position has a significant impact on employees with family responsibilities. This Clause allows employees who could not normally participate, because of child care responsibilities, the ability to participate via an application for Council support.
- (b) Council will reimburse employees for child care expenses incurred subject to the following:
 - i. Where the employee is required by their manager to attend training or meeting outside their normal working hours;
 - ii. Approval for reimbursement of child care expenses must be given in advance; and
 - iii. The child care must not be provided by someone who normally lives at the employee's residence and / or by any person who is immediately related to either the employee or the child including grandparents.
- (c) A claim for reimbursement must be submitted within one month of incurring the expense and include one of the following supporting documents:
 - i. A tax invoice which meets Australian Taxation Office requirements;
 - ii. For providers not registered for GST, an invoice documenting the providers Australian Business Number (ABN); or
 - iii. Other documentary evidence of payments made to a provider for payments less than \$50.

35. Breastfeeding

Council agrees to continue to provide nursing mothers with access to clean and safe private facilities for expressing and storing milk, including adopting Breastfeeding Friendly Workplace Accreditation principles. Council will maintain ongoing accreditation through annual reviews undertaken by the Australian Breastfeeding Association.

36. Long Service Leave

- (a) An employee is entitled to thirteen weeks Long Service Leave with pay for each period of ten years continuous service with the Council or combination of other approved service and service with the Council. The Long Service Leave entitlement for part time employees is calculated on a pro rata basis.
- (b) An employee may access this entitlement, on a pro rata basis, after an initial seven (7) years of continuous service.

- (c) After seven years continuous service, Long Service Leave will accrue at 1.9 hours per fortnight for a full time employee on the completion of each fortnight's service. Hours for a part time employee will accrue on a pro rata basis.
- (d) An employee may take all or part (minimum of 1 week) of their Long Service Leave entitlement at any time by providing at least four (4) weeks notice and to be taken at time which is mutually acceptable to the employee and the Council.
- (e) Staff may take Long Service Leave and elect to have double the period of leave debited from their credits and receive double the ordinary rate of pay. For example a member of staff takes two weeks leave, elects to have four weeks debited from their credits and receives four weeks pay. Alternatively a member of staff may elect to receive half pay over double the length of time.
- (f) In addition to the provisions of the Local Authorities (Long Service Leave) Regulations 2012, Council will recognise (upon request) Long Service Leave for permanent employees who leave the organisation after the completion of 7 years service (pro-rata for part-timers).
- (g) The Council will not pay an employee for any period of service in respect of which the employee has already taken Long Service Leave or pay instead of leave.
- (h) The Local Government (Long Service Leave) Regulations 2012 or its successor shall apply to all employees and are to be applied in conjunction with the above provisions / clauses.
- (i) Cashing out long service leave

After 7 years' continuous service, an employee may apply to cash out their long service leave, instead of taking that leave, provided the employee retains an accrued long service leave entitlement of at least 4 weeks. An employee may cash out long service leave on only one occasion each year during the life of this Agreement. Any cashing out must be by a separate agreement in writing between Council and the employee in question, and only at the employee's request. The employee must be paid at least the full amount that would have been payable had the employee taken the leave that the employee has forgone. It is up to the employee to seek their own financial advice before requesting to cash out a portion of their long service leave under this clause.

37. Cultural and Ceremonial Leave

Employees are eligible to leave for the observance of cultural (religious) or ceremonial occasions. This leave may be taken as paid leave – accrued / pro-rata annual leave, RDO, accrued Time in Lieu or as Leave without Pay.

38. Defence Services Leave

Upon evidence from the Australian Defence Forces (ADF), employees who are members of the Military Reserve may apply for leave to attend training camps or be released to actively serve during periods of national or overseas obligations. Council will continue to pay the employee his / her normal rate of pay whilst on Defence Services Leave. Reimbursement will be sought from the Defence Services up to and not exceeding the employees normal rate of pay. At the cessation of service a 10 hour break must be taken before returning to normal duties. Employees, who cannot recommence normal duties on time due to this requirement, will not suffer any loss of pay.

39. Emergency Services Leave

Upon evidence from a recognised Firefighting or Emergency Assistance Organisation, employees who are members of any such voluntary organisation may apply for leave to assist in firefighting or other forms of emergency assistance (including auxiliary operations). Such leave shall be for the duration of the participation by the employee in operations, provided that the services of the employee are actually required by such organisation or other recognised authority concerned or is called upon by the government or a competent authority under the State Disaster Plan. Council will continue to pay the employee his / her normal rate of pay whilst on Emergency Services Leave. At the cessation of duty a 10 hour break must be taken before returning to normal duties. Employees, who cannot recommence normal duties on time due to this requirement, will not suffer any loss of pay.

40. Sick Leave or Carers/Family Leave

This clause is to be read in conjunction with Clause 39 Sick Leave and 37 Carer's Leave of Part B of this agreement.

- (a) Permanent Employees will be granted 1 day Sick Leave upon commencement of employment and a further 11 days at the completion of one month employment. Each year thereafter, on the anniversary of their appointment, a further 12 days Sick Leave will be granted.
- (b) On the production of a satisfactory medical certificate or a statutory declaration for the illness or injury in respect of a serious and personal incapacitating illness or injury (excluding an injury for which workers compensation is payable) incurred during an employee absence on approved Annual Leave or Long Service Leave, Council will:
 - i. debit such periods of illness or injury against the employee's Sick Leave entitlement, subject to sufficient Sick Leave credits being available;
 - ii. approve additional Annual Leave or Long Service Leave equivalent to the period of illness or injury covered by the medical certificate.
- (c) Employees, or where unable to do so a family member or a member of the employees household must notify their supervisor or manager and if not available, a work team member or by other agreed reporting arrangements within a work unit, as soon as

possible of any absence including expected length of absence. Notifying the employer of an absence by SMS text message or other electronic means should be as a last resort.

- (d) Any employee who has exhausted their Sick Leave entitlement may use up to 5 days Sick Leave in advance of their next years credit for the purpose of Sick Leave providing all accrued leave is exhausted. Any absence must be supported by a medical certificate or a statutory declaration for the illness or injury.

Note – Carer's/Family Leave (Any employee who has exhausted their Sick Leave entitlement, may use up to 5 days Sick Leave in advance of their next years credit for the purpose of accessing entitlements to Carer's/Family Leave as detailed in Part B of this agreement).

- (e) In circumstances where an employee who has a chronic or serious medical condition has exhausted all Sick Leave entitlements, the employee may access Annual Leave and Long Service Leave entitlements. These provisions will also apply to Carer's/Family leave responsibilities.
- (f) For the purposes of substantiating an absence due to Sick Leave or Carers/Family Leave, all employees must provide a medical certificate or statutory declaration in the following circumstances:
- i. absences of more than three (3) working days;
 - ii. any Sick Leave or Carers/Family Leave taken immediately prior to or after an RDO, public holiday or Annual Leave; or
 - iii. where Council is concerned about an employee's level of sick or carer's / family leave usage and has given an employee at least one weeks' written notice of the requirement to provide a medical certificate or statutory declaration to substantiate any future absences due to Sick Leave and/or Carers/Family Leave. Where possible, Council will first discuss this requirement with the employee. Any such discussion or notice will provide for a review of the requirement within a reasonable time.
- (g) Where there is a declared health pandemic and the State or Federal Government issues Health Orders that require an employee to self-isolate because they have acquired the relevant disease, Council will provide the employee with a one-off amount of 5 days paid pandemic leave.

Note: See definition of "Immediate Family" in APPENDIX A - DEFINITIONS.

41. Domestic / Family Violence

- (a) Council recognises that family violence is a serious issue in our society generally, and in our communities, and that the employer can play a role in supporting employees who may be subject to family violence. The employer accepts the definition of Family Violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes; physical, sexual, financial, verbal or emotional abuse by a family

member. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, Registered or Enrolled nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

- (b) The employer encourages affected employees to access ongoing support through the Employee Assistance Program (EAP) or any of the other agencies listed in this Clause particularly to coordinate the communication of their needs to the employer. The employer will meet all reasonable costs associated with the provision of EAP assistance.
- (c) The employer will deal with the affected employee sensitively and with consideration of their circumstances, including their performance at work.
- (d) The EAP is strictly private and confidential, and the EAP provider is able to provide professional assistance and offer further referral to other appropriate agencies, including:
 - i. Police;
 - ii. Lifeline;
 - iii. Sexual Assault Crisis Line;
 - iv. Women's Domestic Violence Crisis Service of Victoria;
 - v. Victorian Nurses Health Program;
 - vi. Victims of Crime Helpline;
 - vii. Local Victims Assistance and Counselling Program;
- (e) The employer will act on any recommendations made by the EAP provider or any of the other agencies listed in this Clause to assist the employee, including providing 20 days paid leave if the employee needs it, and similarly with flexible working arrangements. This will enable assistance to be provided to employees, based on professional advice, without intruding into the personal and private lives of employees.
- (f) Employees applying to access leave entitlements for non-health related Domestic / Family Violence matters may also access Sick Leave entitlements to undertake necessary activities, e.g. attending a Police Station or Court, moving a child to another school, or other relevant appointments as supported by the EAP or any of the other agencies listed in this Clause. Reasonable additional paid leave up to a maximum of 5 days will only be granted after the employee has exhausted all other leave entitlements.
- (g) The paid leave provided in this Clause is non-cumulative (that is, it does not accumulate from year to year). Each employee's annual entitlement to paid leave under this Clause commences on 1 July each year.

42. Special Leave

Leave of up to five days per annum on full pay may be granted to any employee, where management is satisfied that the employee has a pressing need. Special Leave is deducted from Sick Leave credits. A pressing need may include the need to attend an emergency, for example, a house fire, burglary or flood.

43. Study Leave

Council will provide study assistance for employees who undertake a course of study that is relevant to improving their current job performance and to assist them in preparing for future advancement. Study Leave will be available to all employees in accordance with Part B of this agreement and Council's Organisational Development Policies on Study Assistance and Leave Guidelines.

44. Assault leave

- (a) In circumstances where an employee is Assaulted whilst on duty; and
 - i. the Assault is reported to the Victoria Police; and
 - ii. the employee has required time off work as a result of the Assault; and
 - iii. the employee has recorded the Assault in Council's occupational health and safety reporting system, Council will provide paid assault leave for the employee for a period of up to five (5) working days per calendar year (**Assault Leave**). In extenuating circumstances, a Director may approve additional Assault Leave.
- (b) For the purposes of this clause, 'Assault' means:
 - i. the intentional application of force to the employee, directly or indirectly; or
 - ii. an attempt or threat to apply such force to the employee.
- (c) Assault Leave will be non-cumulative.
- (d) Where an employee has been the subject of serious or persistent verbal abuse not covered by the definition of Assault (but reported in Council's OHS reporting system) and the Manager Regulatory Services forms a reasonable belief the employee would benefit from Assault Leave, the Manager may exercise discretion to grant Assault Leave to the employee without requiring the employee to report the incident to the Victoria Police. This leave will be counted as Assault Leave for the purposes of the employee's annual quantum of Assault Leave.
- (e) To assist in making a decision in how best to support a staff member, Council may require medical or other evidence (such as a recommendation from the EAP provider) relating to the Assault Leave.

- (f) Where Assault Leave is granted, Council will provide the employee a professional debrief with a suitably qualified counsellor through its EAP provider. The employee may also seek reimbursement for a visit to their preferred psychological service provider.

45. Engineer Accreditation

Council will support the attainment of registration as per the Professional Engineers Registration Act 2019 for employees who must be registered due to the requirements of their position at Council. In such instances Council will meet the associated reasonable cost and time requirements for engineers; including but not limited to compulsory registration, assessment or renewal fees required and Continuing Professional Development (CPD) hours. The CPD undertaken must be relevant to the current role.

These costs and leave are distinct from any general professional development provided for engineers, except where the general professional development counts towards CPD hours.

46. Annual Leave Management

- (a) Staff with more than eight (8) weeks Annual Leave entitlement at the commencement date of this Agreement shall be required to reduce their entitlement to eight (8) weeks or less within 12 months of the date of commencement of the Agreement.
- (b) Any employee who does not reduce his or her leave entitlement in accordance with the requirements of sub-Clause 46(a) and / or any employee who subsequently accrues an entitlement of more than eight (8) weeks after the commencement of this Agreement may, subject to one (1) months written notice, be placed on Annual Leave on dates determined by Council in order to reduce the entitlement to less than eight (8) weeks.
- (c) The requirements of this Clause may be varied in individual cases with the written approval of the Chief Executive Officer.
- (d) **Annual leave payout in special circumstances** An employee who has a combined (entitlement and accrual) balance of more than 4 weeks annual leave may apply to cash out excess annual leave including leave loading, instead of taking that leave, provided the employee retains an accrued annual leave entitlement of at least 4 weeks. An employee may cash out annual leave on only one occasion each year during the life of this Agreement.
- (e) Each period of cashing out must be by a separate agreement in writing between Council and the employee in question, and only at the employee's request.
- (f) The employee must be paid at least the full amount that would have been payable had the employee taken the leave that the employee has forgone.
- (g) It is up to the employee to seek their own financial advice before requesting to cash out a portion of their annual leave under this clause.

47. Donor Leave

Employees will be granted time during working hours for the purpose of donating blood and plasma. This time may be taken in work hours. Staff may only travel within the City of Greater Dandenong when accessing Donor Leave.

48. Volunteer Leave

- (a) Council encourages and supports the involvement of full and part time staff in formal volunteer activities that benefit the residents of the municipality by granting 1 day paid leave per financial year (pro-rata proportionately for part time staff) to engage in volunteer services.
- (b) Formal volunteering activities are to be undertaken in a not-for-profit organisation within the City of Greater Dandenong. The Staff Consultative Committee will review the eligibility parameters on an annual basis.

49. Leave Without Pay

- (a) The purpose of Leave without Pay is to provide employees with the opportunity to take an extended break from work to pursue full-time study, holidays / travel or undertake carer responsibilities.
- (b) An initial period of up to 12 months (52 weeks) leave without pay may be negotiated with the relevant Line Manager and approved by the Director. A further period of 12 months (52 weeks) may be negotiated with the relevant Line Manager and approved by the Director.
- (c) All existing available leave entitlements, excluding Sick Leave, must be fully exhausted before taking Leave without Pay or must be used in conjunction with Leave without Pay. Each request will be assessed on its merits taking into account the operational requirements of the unit.

50. Working from Home

- (a) Council starts from a position of flexibility. In relation to remote working arrangements, Council's starting position is that a hybrid model will be implemented.
- (b) Arrangements for "working from home" shall be determined by agreement between individual employees and managers, in accordance with Council's Work from Home Policy and Guide which include the following conditions:
 - i. Working from Home will only apply to positions that do not require direct customer contact and supervision of staff, where such positions can be effectively performed by working from home;

- ii. Where a formal application in writing has been received Council will provide a written response outlining reasons for approving or not approving the request;
- iii. Working from Home will require access to appropriate technology and equipment to adequately perform the functions of the position;
- iv. The work environment must at all times comply with the requirements of the Occupational Health & Safety Act 2004;
- v. Council policies, codes of practice, conditions of employment and the Code of Conduct will continue to apply to employees when Working from Home;
- vi. Employees who work from home must remain contactable and accessible during agreed hours of duty;
- vii. Employees who work from home must take all reasonable precautions to ensure that any Council equipment or property (including intellectual property) used when Working from Home is protected from loss, damage, or unauthorised access.

51. Other Models of Employment

- (a) Employees may apply to work based on the 48/52 model of employment, whereby the employee purchases an additional 4 weeks leave per annum respectively and is paid for 52 weeks per year at the fractional rate of 48/52 of his / her annual salary rate.
- (b) Whilst an employee is working the 48/52 model of employment, he / she will accrue leave at the rate of 48/52 of the ordinary entitlement.
- (c) Additional leave accrued under the 48/52 model of employment shall be given and taken in such period or periods and at such a time or at such times as mutually convenient to Council and the employee, provided that the additional leave shall be taken not more than 12 months after the right to the leave accrued.
- (d) An employee working under the 48/52 model of employment may request a reversion to standard employment conditions on anniversary of the date of transfer to 48/52 employment. Any additional leave accrued under the 48/52 model of employment must be exhausted prior to reverting to standard employment conditions.
- (e) This model may be extended to other fractions such as 50/52, 46/52 providing it is not less than 44/52 and be applied under conditions stated in paragraphs (b), (c), (d) in accordance with the selected fraction.
- (f) Applications for the 48/52 and other models of employment must be approved by the employee's Business Unit Leader and Manager. In the event of a dispute arising from an application it will be referred to the Manager People and Procurement or the Team Leader Organisation Development for recommendation to the Director / Chief Executive Officer. This arrangement will be reviewed on an annual basis in consideration of operational requirements.

- (g) Where the employee works approved overtime, the overtime will be calculated and paid at the employee's substantive (52/52) ordinary rate of pay plus the appropriate penalty rate or by taking of equivalent accrued time off in lieu as per Clause 13.2 (b) Hours of Work.

52. Job Share

- (a) Employees may apply to work in a Job Share arrangement. The decision to approve a Job Share application will rest with the relevant Manager, on a case by case analysis, having regard to the following:
- i. Operational requirements of the position;
 - ii. Need for continuity in the position;
 - iii. Impact on other team members and business continuity;
 - iv. The need to ensure consistency of approach;
 - v. Market availability / availability of a secondary job share appointee.
- (b) Job Share arrangements may be approved on a trial basis for up to 3 months to assess whether or not the particular arrangement is viable. If arrangements prove satisfactory during the trial period, they may become permanent; however this will be dependent on the parties with whom the original agreement is made. If an employee is unable to maintain the arrangements of the agreement, the agreement will cease. The agreement to Job Share will not be unnecessarily withheld.

53. Staff Computer Purchase Scheme

Employees will be eligible to purchase a personal computer for personal, family or other use under Council's employee Personal Computer (PC) Purchase Scheme. This scheme will provide all employees with the opportunity to buy a PC and make periodic repayments over a set period via fortnightly payroll deduction.

WORKFORCE PLANNING AND CAREER TRANSITION

54. Introduction of Change

54.1 Major change

- (a) Duty to Notify

Where Council makes a decision to introduce major changes in production, program, organisation, structure, or technology that are likely to have significant effects on employees, Council shall prior to implementation notify the employees who may be affected by the proposed changes and the relevant Union Representative/s, Union Secretary and / or Staff Representative/s.

- (b) Significant effects include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where Part B of this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effects.
- (c) If a term in this Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, then the change shall be deemed not to have significant effects.
- (d) **Duty to Discuss Change**

Council shall discuss with the employees affected and the relevant Union and / or Staff Representative/s "inter alia", the introduction of the changes referred to in sub-Clause (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and / or the relevant Union and / or Staff Representative/s in relation to the changes.
- (e) The discussions shall commence prior to implementation and as early as practicable after a decision has been made by Council to make the changes referred to in sub-clause 54.1(a) hereof.
- (f) For the purpose of such discussions, Council shall provide in writing to the employees affected and the relevant Union Secretary, Union / or Staff Representative/s all relevant information about the changes, including the nature of the changes proposed; the expected effects of the changes on the employees, and any other matters likely to effect employees, provided that Council will not be required to disclose confidential information, the disclosure of which would be inimical to Council's interests.
- (g) All parties commit to act in good faith in relation to the Introduction of Change within the context of this Clause. Good faith obligations include: to meet, to disclose information, to genuinely consider proposals responding with reasons and to refrain from capricious or unfair conduct that undermines consultation.

54.2 Change to regular roster or ordinary hours of work

- (a) Where Council proposes to introduce a change to the regular roster or ordinary hours of work of employees it must notify the relevant employees, Union Representative/s and/or Staff Representative/s of the proposed change.

- (b) For the purposes of this clause 54.2, relevant employees means the employees who may be affected by a change referred to in clause 54.2 (a).
- (c) Council must notify the relevant employees, Union Representative/s and/or Staff Representative/s of the proposed change as soon as practicable after proposing to introduce the change to the regular roster or ordinary hours of work of employees, and must:
 - i. discuss the introduction of the change with the relevant employees; and
 - ii. for the purposes of this discussion, provide the relevant employees, Union Representative/s and/or Staff Representative/s with information about the change, what Council reasonably believes will be the effects of the change on the relevant employees and any other matters that Council reasonably believes are likely to affect the employees; and
 - iii. invite the relevant employees, Union Representative/s and/or Staff Representative/s to give their views about the impact of the change.
- (d) For the avoidance of doubt, in complying with clause 54.2(c)(ii), Council is not required to disclose confidential or commercially sensitive information to the relevant employees, Union Representative/s and/or Staff Representative/s.
- (e) Council must give prompt and genuine consideration to matters raised about the change by the relevant employees, Union Representative/s and/or Staff Representative/s.

55. Transmission of Business

- (a) Where a business or part of a business is transmitted from Council to another employer (in this Clause called “the transmittee”) and the employee, who at the time of such transmission was an employee of Council, becomes an employee of the transmittee, Council will ensure that the wages and conditions of employment paid by the transmittee are no less favourable including Long Service Leave and superannuation (subject to the rules of the relevant Superannuation fund at the time) and are in accordance with this agreement.
- (b) In this sub clause “business” includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or operation of law, and “transmitted” has a corresponding meaning.
- (c) An employee who is not transmitted, elects not to be transmitted, and cannot be redeployed, and where their position is made redundant, shall be paid all existing entitlements in accordance with the provisions of Clause 55 and Appendix B – General Redundancy Policy

56. Employment Security

The parties acknowledge the current skills mix and staffing levels at Council, and will strive to maintain and enhance them, if required to meet the needs of the community. Council also recognises the benefits of maintaining in house services, where such services are efficient and competitive, rather than contracting out services to third parties.

- (a) Although some roles, tasks and functions of employees may change, employment security is a commitment of all parties.
- (b) If any factors including changes to legislation or government funding result in “major changes” in accordance with Clause 54 Introduction of Change, genuine consultation will occur in accordance with the requirements of that Clause.

Such consultation will not be unreasonably delayed or withheld.

- (c) Where there are changes in the workplace, the opening up of career paths, retraining and redeployment will be the primary strategies used to ensure employment security. Career counselling will be available as part of the transition process.
- (d) In any redundancy situation, Council will seek acceptable redeployment opportunities for affected employee(s).
 - i. Council will have regard to all relevant factors about any proposed redeployment position, including the nature of the work, the classification Band or level, the wages or salary, the working hours, the skills and duties required, the qualifications required to perform the position, the career prospects and the location of the work, together with the employee’s skills and abilities.
 - ii. Where Council identifies one or more proposed redeployment positions, Council will provide the employee with details of this/these position(s). Council will facilitate meeting(s) and sharing information with the employee to enable the employee to understand the proposed position(s).
 - iii. Council will consider the employee’s views as to the acceptability of the proposed position.
 - iv. Council may then offer the employee a redeployment position as follows:
 - At the same Band or level as their substantive position, provided Council is satisfied that the employee has the skills and ability to perform the duties of the redeployment position;
 - An employee who accepts redeployment to a position which attracts a lower salary/wage shall be entitled to salary / wage maintenance for a period of 12 months.
- (e) An employee may accept to be redeployed to a position for which they do not have the necessary skills or qualifications where the employee could fulfil the requirements of the position with further training. Such training will be provided by Council, however, it is not envisaged that tertiary education would form part of this requirement.

- (f) Priority will be given to redeployment over redundancy. Employees will only be retrenched where acceptable redeployment is not available. Any employee retrenched in accordance with this clause will be entitled to severance payments as set out in Appendix B – General Redundancy Policy.

57. Employees Aged Over 65 Years

The parties recognise that employees under federal legislation can continue to work beyond age 65 years. It is agreed that all employees beyond age 65 years will continue to receive all terms and conditions of employment applicable to employees under the age of 65 (except where legislation specifically excludes this class of employees) including Long Service Leave and employer contributions to superannuation. Council will continue to contribute to the superannuation of employees over the age of 70.

58. Adjustment of Allowances

- (a) The City Council will review allowances annually for the life of this agreement and vary these in July of each financial year by the method outlined below. Any variation to allowances by the Fair Work Commission or other appointed Government body within any financial year of this agreement will be absorbed into increases already paid under this agreement during the applicable financial year.
- (b) Where increases awarded by the Fair Work Commission or other appointed Government body within any financial year of this agreement are higher than those determined by the method below, the difference(s) will be adjusted per the date of effect determined by the Fair Work Commission or other appointed Government body.

Expense related allowances

- (c) Expense related allowances will be adjusted from the first full pay period in July each year based on the relevant Consumer Price Index (All Groups Melbourne) as measured in the March quarter for the preceding 12 months.

Work related allowances

- (d) Work / salary related allowances will be adjusted from the first full pay period in July each year based on the relevant Consumer Price Index (All Groups Melbourne) as measured in the March quarter for the preceding 12 months.

59. Injury Make-up Pay

Make up pay is the difference between the weekly benefits paid under the Workplace Injury Rehabilitation and Compensation Act 2013 and the pre-injury average weekly earnings. Council will pay up to 39 weeks of make-up pay to an employee who has an accepted workers compensation claim for a work related injury or illness.

60. Working With Children Checks

If existing staff (employed with Council), are required to maintain a valid Working with Children Check (WWC) for their Council duties, the cost of the renewal will be paid by Council. Additionally if existing staff, not previously required to hold a valid WWC, are subsequently required to obtain a WWC for their Council duties, the cost of obtaining this will be paid by Council.

61. Phased Retirement

- (a) The Council acknowledges its workforce is ageing and recognises the valuable contribution it makes by drawing upon considerable experience when serving the community. It also acknowledges that this poses challenges to retaining corporate knowledge in the future. Accordingly processes will be developed to ensure that such corporate knowledge along with long serving employees' experience is documented and passed on to other employees throughout the organisation prior to those staff choosing to retire. Managers may commence discussions with employees who are considering retirement in order to prepare for their potential departure well ahead of that date.
- (b) Employees considering retirement should alert their department and Organisational Development at the earliest opportunity to allow them to offer a collaborative Retirement & Transition Arrangement (RTA). This allows the organisation to plan and capture valuable knowledge and experience prior to departure. It also enables the staff member to discuss a variety of arrangements that may suit both parties as the staff member plans and approaches such a significant change to their work / life balance. Employees are encouraged to initiate discussions regarding future retirement plans as early as possible in order to maximise the benefits that may be available to them. All requests to develop RTA's will be seriously considered.

62. Uniforms

Where uniforms are required to be worn, staff will receive an initial issue appropriate to the requirements of the role as determined by their department which may include laundering where applicable. Replacement items will be issued according to the principles of reasonable wear and tear including the requirements of their role and department policies.

63. Trade Union Training Leave

- (a) An employee will be entitled to, and the will grant, up to 5 days leave per annum or up to 10 working days every 2 years (non-cumulative) without loss of pay, to attend Trade Union Training courses conferences and seminars and appropriate time off to attend such being provided, organised or authorised by the Union(s) on the following conditions:
 - i. the scope, content and level of the courses conferences and seminars are directed to the enhancement of the operation of the settlement of industrial dispute / dispute resolution procedures;

- ii. reasonable notice is given to the employer by the employee with the application made at least 4 weeks prior to the date on which the leave is sought and specifies the duration, venue and nature of the course, conference and seminar for which the leave is sought;
- iii. the taking of leave is arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements;
- iv. the employee taking such leave, will be paid all ordinary time earnings which normally become due and payable during the period of leave. Employees whether part time or full time will be paid at their standard hourly rate for the duration of the training;
- v. leave of absence granted pursuant to this Clause, will count as service for all purposes of this agreement;
- vi. Council does not incur any costs other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;
- vii. The requirements of this Clause may be increased in individual cases with the written approval of the Chief Executive Officer.

64. Representative Rights

Each elected Union delegate of a Union party to this agreement shall be entitled to devote reasonable paid time, subject to operational requirements, to attend to staff representation issues on the job and/or to consult with Union Officials, in addition to committee involvement. They shall be provided with access to a telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.

65. Delegate Communication

- (a) The Council agrees to provide a notice board in each work site location for use by Unions party to this agreement and to communicate with their members.
- (b) The Unions party to this agreement can also submit articles to be included in the 'Union News' section of Webstar Weekly News (or equivalent staff newsletter if Webstar News ceases during the life of the agreement).

Union Meetings

- (c) Each Union party to this agreement shall be entitled to seek approval from the Manager People and Procurement or Team Leader Organisational Development to hold paid meetings. Wherever possible union meetings will be organised so as to ensure minimum disruption to work and service provision.

- (d) The Council recognises that during a year involving Enterprise Agreement negotiations there will be an increased need for paid union meetings.

66. Bereavement / Compassionate Leave

- (a) To be read in conjunction with Clause 37.4 Bereavement / Compassionate Leave in Part B of this agreement.
- (b) An employee is entitled to use up to 6 days Bereavement / Compassionate on each occasion when a member of the employee's **Immediate Family** or household dies or is seriously ill.
- (c) For the purpose of an employee accessing Bereavement / Compassionate Leave the requirement for the employee's **Immediate Family** or household to be within Australia shall not apply.
- (d) All other provisions shall apply as per Clause 37.4 of Part B of this agreement.

Note: See definition of "Immediate Family" in Appendix A - Definitions.

67. Gender affirmation leave

- (a) Council will provide an employee with a total of 5 days paid gender affirmation leave for essential and necessary gender affirmation procedures, inclusive of but not limited to: medical, psychological, hormonal, surgical, legal status and documentation amendment appointments.
- (b) The leave may be taken in a block or in single day absences. This entitlement is in addition to all other types of leave available to employees.
- (c) Council will ensure that its human resources policies and procedures do not discriminate against people undergoing gender affirmation procedures, and will not tolerate a staff member being subjected to adverse action or discrimination.

APPENDIX A - DEFINITIONS

"Benchmark" shall mean a particular level or standard of achievement in a particular service or on a particular issue. A benchmark may be drawn from another Municipal Authority, another industry, or from one's own Municipal Authority, with a view to setting goals for further achievement.

"Continuous Victorian Local Government Service" means continuous employment with a Victorian council or councils, but where there has been an interruption of more than 6 months between periods of employment, or where any retrenchment payments have been made in respect of any service, any period prior to that interruption or payment will be disregarded.

"Council" means the Greater Dandenong City Council and any predecessor municipality.

"Immediate family" means:

- the employees' spouse or de facto partner (including a former spouse or de facto partner and a same sex partner or former same sex partner); or
- the following relation to either the employee or the employees' spouse or de facto partner; a child (of any age, including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling.

"NES" means the National Employment Standards in the Fair Work Act 2009.

"Parties" shall mean the signatories to this Agreement.

"Senior Officers" under this Agreement are:

- The Chief Executive Officer
- Directors and Executive Managers (or otherwise named position) who are part of the second level of management and who are a recognised member of the Executive Team
- Managers who are part of the third level of management and who report to either the CEO or a Director

Senior Officers are also Senior Executive Officers under clause 22.6 of Part B of the Agreement. The duties and responsibilities of all Senior Officers will exceed those specified in the definitions of Band 1-8 and the rate of pay will exceed that for Band 8 outlined in Appendix E of this Agreement.

"Union" means the Australian Services Union; Professionals Australia or the Australian Nursing and Midwifery Federation.

"Wages" means minimum wages as detailed in Part B of this agreement plus supplementary payment (excluding allowances, loadings, Council margins and over-award payments).

"Work Group" shall mean a group of employees responsible for a discrete work function of a department or business unit.

APPENDIX B – GENERAL REDUNDANCY POLICY

1. Entitlements

An employee who is retrenched either voluntarily or compulsorily shall be entitled to the following:

- 1.1 Payment in lieu of notice or by agreement, notice in accordance with Clause 18.1 of Part B of this agreement with an additional one week's pay for employees 45 years of age and over. For the avoidance of doubt, this additional one weeks' pay for employees 45 years of age and over (provided in this sub clause) is in addition to the entitlement in clause 18.1.2 of Part B of this Agreement.
- 1.2 A lump sum of \$10,000 (pro-rata for part time employees).
- 1.3 2 weeks' pay for each completed year of continuous Victorian Local Government service to a maximum of 48 weeks' pay.
- 1.4 Pro-rata Long Service Leave for each completed year of Victorian Local Government service where an employee has more than five years' service [as defined in the Local Government (Long Service Leave) Regulations 2012] and less than seven years.
- 1.5 Service payment as follows:
 - for employees with less than five years' service with the Council, one day's pay for each completed year of service with the Council;
 - for employees with not less than 5 years but less than 10 years' service with the Council, two days' pay for each completed year of service with the Council;
 - for employees with not less than 10 years' service with the Council, four days' pay for each completed year of service with the Council;
- 1.6 Compensation for loss of use of a Council motor vehicle and loss of Council subsidised housing in accordance with the provisions of the Municipal Restructuring Agreement 1994.
- 1.7 Time off for training, attendance at job interviews and/or specialist support (including in-house job search training) for periods which in the aggregate do not exceed 14 days or the provision of Outplacement services upon termination to a value not exceeding \$3000. Staff over 60 years of age have the option of receiving \$3000 instead of outplacement services.

2. Application

- 2.1 All calculations shall be made at the "ordinary rate" of pay, as defined in Clause 22 within Part B of this agreement.

- 2.2 Benefits payable under this policy shall apply to all employees of the Greater Dandenong City Council employed in accordance with this Agreement, except for: -
- (a) An employee who can be redeployed within the organisation to a position of similar banding, status, skill and competence, or career prospects;
 - (b) An employee who accepts redeployment in accordance with Clause 56 above of this Agreement; or
 - (c) An employee terminated in circumstances warranting dismissal, or employees employed on a temporary or casual basis.
- 2.3 This policy applies to redundancies arising through the normal course of business, as well as redundancies arising from planned changes, including organisational restructure, municipal restructure and amalgamations.
- 2.4 Consultation shall take place in accordance with the provisions of Clause 54, Part A of this Agreement in relation to any matters which may give rise to a payment under this policy.
- 2.5 Any disputes or grievances arising out of the operation of this agreement shall be dealt with in accordance with Clause Part A of this Agreement. Parties shall first endeavour to resolve the dispute at the workplace level.
- 2.6 Where a provision of this policy provides a benefit in excess of Part B of this Agreement, the terms of this policy shall prevail.

APPENDIX C - MATERNAL AND CHILD HEALTH SERVICES TEAM AND NURSE IMMUNISER TEAM SPECIFIC CONDITIONS OF EMPLOYMENT

1. Staff Covered

All Maternal and Child Health (MCH) Nurses and Nurse Immunisers employed by Council, as specified in the heading and/or body of each clause in the Appendix.

2. Hours of Work

2.1 Maternal and Child Health Nurses

- (a) The daily spread of hours will be worked between 8.00am and 8.00pm Monday to Friday. To ensure flexibility the hours may be worked over a two week cycle of 76 hours or a four week cycle of 152 hours.
- (b) The starting and finishing time of any day within the normal spread of hours will be determined by the Maternal and Child Health Coordinator in consultation with the relevant Maternal and Child Health Nurse.
- (c) Operational hours may vary from time to time. To ensure appropriate numbers of staff are available at all times to meet seasonal variation of service, consultation will occur with the employees and the Maternal and Child Health Coordinator.
- (d) Any nurse required to work beyond the hours of 6.00pm Monday to Friday as part of ordinary hours shall be paid an additional allowance of 2.5% of the base rate of pay for all hours worked on that day.
- (e) Council will allocate 20 minutes of paid rest breaks each day (instead of 15 minutes) plus an additional 10 minutes of administration time. A Nurse can choose to take this time as either one 30 minute rest break/extra administration time, or two rest break/extra administration times during each day.

2.2 Nurse Immunisers

The daily spread of hours will be worked between 7.00am and 7.00pm Monday to Friday with up to 10 hours able to be worked as ordinary hours (for all Nurse Immunisers). In addition, ordinary hours may be worked on Saturdays with the appropriate penalty rate under clause 23.1 of Part C of the Agreement.

3. Overtime – all nurses

Time in lieu of overtime will be the preferred practice of Council employees and must be approved prior to its accrual. Time in lieu will be at the rate of 1.5 times the ordinary hourly rate of pay.

4. Relief Staff – all nurses

Relief staff will be provided for up to 100% of planned leave subject to the availability of relief staff, having due regard to the workload of individual centres. Relief staff for absences of staff on unplanned absences will be provided up to 100% where possible.

5. Part-time Employees – all Nurses

Nurses who are employed on a part-time basis may work additional hours to relieve other Nurses who are on leave or the demands of the service.

Arrangements for additional hours will be negotiated by mutual agreement between the employee and the Maternal and Child Health Coordinator or Immunisation Coordinator as appropriate, or delegated officer within designated responsibility.

If a Nurse agrees to work additional hours within the applicable spread of ordinary hours and up to 10 hours on any one day, the Nurse may elect to either accrue time in lieu at time for time rates for the additional time worked, or to be paid at ordinary rates for this time.

6. Leadership roles

6.1 Maternal and Child Health

(a) Coordinator

The Maternal and Child Health Co-ordinator will be a qualified Maternal and Child Health Nurse and paid at a minimum of 10% above the relevant MCH Nurse Year level in Appendix E, namely years 1-4 over the life of this Agreement, depending on the Coordinator's years of experience.

(b) Maternal and Child Health Team Leader/s

Council may appoint one or more MCH Team Leaders (however described) to undertake duties and responsibilities delegated by the Maternal and Child Health Coordinator.

Any such MCH Team Leader must be a qualified MCH Nurse, and shall be paid a minimum of 5% above the relevant MCH Nurse year level in Appendix E, namely years 1-4 over the life of this Agreement, depending on the MCH Team Leader's experience.

6.2 Immunisation

(a) Coordinator

The Immunisation Coordinator will be a qualified Nurse Immuniser and paid a minimum of 10% above the relevant Immunisation Nurse rates (years 1-4 over the life of this Agreement) depending on the Immunisation Coordinator's years of experience.

(b) Immunisation Nurse Team Leader/s

Council may appoint one or more Immunisation Nurse Team Leaders (however described) to undertake duties and responsibilities delegated by the Immunisation Coordinator.

Any such Immunisation Team Leader must be a qualified Nurse Immuniser and shall be paid a minimum of 5% above the relevant Nurse Immuniser rates (years 1-4 over the life of this Agreement) depending on the Immunisation Nurse Team Leader's years of experience.

7. Workloads – MCH Nurses

The workload of each MCH Nurse will be calculated using the current workload model (based on a workload range of between 120-130 enrolments per EFT) which will be prepared by the MCH Coordinator in consultation with the nurse and reviewed as required together with noncontact activity hours.

Maternal and Child Health Nurses may be required to assist at other Maternal and Child Health Centres in order to accommodate changing work requirements.

8. Orientation – all Nurses

8.1 MCH Nurses

Council will provide all new MCH staff with a minimum of 4 days paid orientation, inclusive of the corporate induction program.

All newly appointed MCH staff will be orientated by the Coordinator or Nurse Team Leader with one day of MCH office and one day of Centre based orientation.

8.2 Nurse Immunisers

Council will provide all new full-time and part-time Nurse Immunisers with a minimum of 2 days paid orientation, inclusive of the corporate induction program. Council will provide new casual Nurse Immunisers with paid time to complete Council's corporate induction program.

9. Clinical Mentoring and Supervision – MCH Nurses only

Council will provide all MCH staff with Mentoring and Supervision.

This may be offered in either group or individual sessions. The parties recognise that mentoring is about professional learning and development and is a component but not a substitute for other professional development activities.

The type and number of hours of these activities may vary subject to need and circumstance as mutually agreed in conjunction with the staff member through the Performance Development and Planning and monitored throughout the year. The minimum of 12 hours and maximum of 28 hours will be determined and developed in consultation between the Nurse Team Leader and the MCH Nurse. This will include a focus on Clinical Supervision. Additional provisions will be made for the Enhanced Team to support their challenging role and caseload. Additional Clinical Mentoring will be made available for new nurses or nurses returning to the workforce of up to four hours per week.

10. Professional Development – all Nurses

10.1 MCH Nurses

The parties agree that professional development is a Registration Standard. In addition to registration regulation, professional development should also provide for maintaining certification requirements, e.g. CERPs for existing Lactation Consultants, and in consultation with management, opportunities for other staff to gain such certifications to meet the needs of Council.

Any new or additional, qualifications undertaken by staff but not required to meet the needs of Council will be covered by Study Leave Clause below.

Professional Development leave of a total of five (5) days (pro rata for part time) is to be provided for nurses to undertake Professional Development activities, which may include but is not limited to:

- (a) attendance at regional MCH meetings on a rotational basis;
- (b) identifying specific developmental activities and associated timeframes from PDP and Clinical supervision;
- (c) DET/MAV Conferences;
- (d) An additional two days per annum for MCH Nurses working in the Enhanced team

Professional Development activities will occur;

- (a) within working time will be with no loss of pay;
- (b) or will attract time-in-lieu where outside of normal working hours (at time for time) e.g. conferences on Saturdays (non-compulsory);

10.2 Nurse Immunisers

Full-time and part-time (but not casual) Nurse Immunisers are to identify the professional development activity they would like to attend and discuss this with the Immunisation Team Leader or Immunisation Coordinator. The Team Leader or Coordinator will determine what costs will be covered and advise the Nurse Immuniser who can then decide whether or not to attend the professional development session.

'Management of Immunisation Emergencies' and 'Cardio Pulmonary Resuscitation' training sessions (however named) will be mandatory for Nurse Immunisers, including casual Nurse Immunisers. As such, Council will provide this training and pay for Nurse Immuniser attendance time at the training.

11. Qualifications allowance – all Nurses

All Maternal & Child Health Nurse and Nurse Immuniser Qualification allowances will be paid at Agreement rates, as set out in Appendix E.

12. Study Leave – all Nurses

Study Leave will be granted in accordance with the Council's policy as reflected in clause 43 Study Leave in Part A of this Agreement. In special circumstances staff with less than 12 months of service may request that Study Leave be granted on a case by case basis.

13. Use of Own Cars – all Nurses

Reimbursement of kilometres travelled will be paid as per clause 23.1.5(c) of Part B of this Agreement. Where an employee's private motor vehicle is unavailable due to mechanical or other problems, Council will make every endeavour to provide a Council pool vehicle.

14. Car Parking – all Nurses

MCH Nurses

Council will ensure that all MCH Nurses have access to clearly signed Greater Dandenong City Council Permit parking or at nominated centres designated MCH parking spaces will be provided with clear signage denoting this restriction.

Nurse Immunisers

A Nurse Immuniser who is rostered to work at the Dandenong Civic Centre on a weekday evening or a Saturday may park in the Dandenong Civic Centre car park for the duration of their working hours on that weekday evening or Saturday.

15. Safety – all Nurses

15.1 MCH Nurses

Mobile phones will be provided to each centre for work purposes. Occupational Health and Safety audits will be conducted every six months. The results of the audit will be actioned within three months of the safety audit date.

15.2 Nurse Immunisers

A mobile phone will be provided at each immunisation session to be used by Nurse Immunisers for work purposes only.

16. Nurse Immunisers minimum engagements

Casual and part time Nurse Immunisers will be paid a minimum three (3) hours wages per clinical immunisation session. All other time will be paid as actual time worked, with a minimum of 30 minutes for remote work such as team meetings, and a minimum of one hour for face-to-face attendance such as meetings and training sessions.

17. Annual Leave – all Nurses

All Nurses will be entitled to 152 hours annual leave per year (pro rata for part time) in line with the National Employment Standards.

Payment of Annual Leave will include Ordinary Pay plus the High Qualifications Allowance as per clause 17.6 of Part C.

18 On call – all Nurses

The 'on call' clause 17.2 Part C of this Agreement will apply to MCH Nurses and Nurse Immunisers who are specifically required by Council to be on call, including Nurse Immunisers who are required to monitor fridges. For clarity, this means that the 'on call allowance' in clause 17.2 of Part C applies and will be paid on the basis of the standard rate as set out in clause 14.1 of Part C.

If the Nurse is recalled to work while on call and physically attends the workplace, then clause 24.5 of Part C will apply (ie the Nurse will be paid a minimum of 3 hours at the appropriate overtime rate). Only one 3-hour block will be paid for each period of on call in any 24 hour period unless and until the work actually performed exceeds a cumulative total of 3 hours. The on-call allowance covers any travel time to and from the workplace.

However, if the Nurse can perform the required work by not attending the workplace, the minimum 3 hour payment will not apply. Instead, the time worked will be paid in minimum 30 minute blocks at the appropriate overtime rate.

APPENDIX D – COMMUNITY CARE TEAM SPECIFIC CONDITIONS OF EMPLOYMENT

This Appendix will apply to part-time and casual Community Care Workers. The following clauses of this Appendix will not apply to casual employees, other than as specified:

- 1(b), 1(e), 1(f), 1(g) (except that casual Community Care Workers will be rostered 15 minutes office time at the end of any week in which they work), 1(h), 1(i);
- 6 (except as otherwise set out in that clause);
- 7 (except as otherwise set out in that clause).

1. Hours of Work

- (a) The ordinary hours of work shall be within the spread of hours 6.00 am to 6.00 pm, Monday to Friday (a week),
- (b) Guaranteed minimum hours will be 25 hours worked over a minimum period of 5 days in a week or 20 hours worked over a minimum period of 4 days in a week or 15 hours worked over a minimum period of 3 days in a week.

Employees will not be paid for any hours that have been offered to them and they have unreasonably declined which are within the normal spread of hours stated above. The employee shall be available to be contacted for work up to 10 a.m.

Weekly rosters shall be developed in consultation with employees with a view to reducing or minimising gaps and travel between jobs. Council has a genuine commitment and make every endeavour to close gaps on rosters and to minimise travel between jobs through a range of considerations which may include:

- rostering Community Care Workers within a reasonably discrete geographic area, unless the visits are first service or mentoring visits;
 - team boundaries, however these are organised;
 - specific reasons to roster a particular Community Care Workers with a particular client, for example gender identity or cultural background and
 - natural attrition as the client pool changes over time.
- (c) The timesheet will become the written record of any agreed variation to the ordinary hours of work,
- (d) If an employee is offered and accepts additional hours, the hours up to 7.6 hours per day within the ordinary spread of hours, the employee will be paid at ordinary rates of pay.
- (e) To access the guaranteed minimum hours in (b) above the following availability conditions will apply;

- i. For staff on 25 guaranteed minimum hours they will be available for duty for a minimum of 30 hours over 5 days per week up to a maximum of 7.6 hours on any one day after which penalty rates / overtime will apply
- ii. For staff on 20 guaranteed minimum hours they will be available for duty for a minimum of 25 hours over 4 days per week up to a maximum of 7.6 hours on any one day after which penalty rates / overtime will apply
- iii. For staff on 15 guaranteed minimum hours they will be available for duty for a minimum of 20 hours over 3 days per week up to a maximum of 7.6 hours on any one day after which penalty rates / overtime will apply.

- (f) Within the first three months of the operation of this Agreement, Council will start a small group trial of Community Care Workers working 30 minimum guaranteed hours per week. The trial will run for at least 8-12 weeks. To be eligible, a Community Care Worker must be available at least 35 hours per week over 5 days (Monday to Friday).

Issues to be tested by the trial include:

- a better understanding of clients demand for services, including when clients would like to receive services;
- whether Community Care Workers are available when clients require services;
- Community Care Workers consistently working 30 hours per week of rostered work during the trial;- whether and why Council needs to make up pay for Community Care Workers (ie there may be acceptable circumstances that require make-up pay);
- whether Community Care Workers need rostered breaks for longer days.

At the conclusion of the trial, Council will assess the results of the trial with the roster review group. Council reserves the right to make the final decision about implementation of 30 minimum guaranteed hours.

If Council decides to introduce 30 hours minimum guaranteed hours, then the following will apply: 1(e) iv. For staff on 30 minimum guaranteed hours they will be available for duty for a minimum of 35 hours over 5 days per week up to a maximum of 7.6 hours on any one day after which penalty rates/overtime will apply.

- (g) Community Care Workers will be allocated 1 hour and 15 minutes each fortnight (except in any fortnight where they are on unpaid leave for the entire fortnight) of paid time comprising:
- One 30 minute meeting rostered at a regular time each fortnight, with the intention of focusing on peer support, reflective practice and the Aged Care Quality Standards;
 - 15 minutes office time per fortnight immediately after the 30 minute meeting (and covered by the same travel time and travel allowance) to cover a range of administrative tasks that are required on an ad hoc basis including but not limited to:
 - Picking up necessary equipment such as mops and buckets, extension leads and collection of additional PPE. Community Care Workers need to plan to collect enough PPE, equipment and supplies for 2 weeks when they come in for their fortnightly meeting; and

- other administrative requirements, for example to undertake compliance checks, dropping off of medical certificates or other paperwork that cannot be submitted electronically, basic systems support, assisting with iPad issues.

The Community Care Worker is not required to remain on site in the office if the administration tasks are not required or are completed in less than 15 minutes.

- 30 minutes paid administration time per fortnight in recognition of the time Community Care Workers spend reading/reviewing client/service information on the iPad. Further clarification contained in the Community Care Worker Manual. Travel time and travel allowance will not be paid on this time.

Additional paid time will remain available for Community Care Workers to meet with a Service Management Officer or Support Officer to discuss more complex issues that cannot be completed in the fortnightly 15 minute office time such as more complex client-related matters, to complete Community Care Worker accident/incident reports etc., and more extensive IT fixes. This additional time must be authorised by a SMO in advance. If a Community Care Worker is required to come into the office on an additional occasion in any fortnight, that additional time will be rostered with appropriate paid travel time and kilometres.

Community Care Workers are encouraged to plan for sufficient PPE requirements to cover their return to work after leave. If the Community Care Worker does not already have sufficient PPE or mop/buckets etc, they can collect additional items to tide them over until the next paid fortnightly meeting however this will not be additional paid time.

(h) During the life of the Agreement, the parties will continue to participate in a Roster Review Project. The Roster Review project will trial ways to roster efficiently and effectively, with a view to balancing the needs of Community Care Workers, clients and the Community Care service. Rosters will be prepared in advance wherever possible with an emphasis on closing gaps, balancing service types and reducing travel distance and time. Council will make a genuine commitment to roster Community Care Workers taking into account the considerations set out at clause 1(b) above.

(i) For the avoidance of doubt, the provisions of clause 15.3.1(i) of Part B of this Agreement regarding leave and superannuation entitlements apply to Care Workers.

2. Notification of job changes

It is and will be Council's common practice to notify Community Care Workers of any job changes for that day, including all cancellations, changes and new or additional jobs. Such notification will occur by either sms, phone or another mode of communication.

3. Travel & Phone Allowances

Travel allowance

- (a) The Travel Allowance is not paid for travel from the Community Carer's home to the first job and from the last job to their home.

- (b) 15 minutes travel time is paid between jobs only. Staff do not get 15 minutes travel time from the Community Carer's home to the first job or last job to their home.
- (c) Travelling Allowance (kilometres) paid as per Part B of this agreement.
- (d) Paid from the first job to the last job (inclusive).
- (e) Travelling Allowance is paid from the Community Carer's home to their home (or the boundary) for one-off jobs.
- (f) For a split shift of 2 or more hours the Travelling Allowance is paid from the Community Carer's home to their home (or the municipality boundaries).
- (g) Travelling Allowance is paid from home to home (or municipality boundaries) for 2 or more jobs at the one address or location, for example retirement villages, (no travel time between these jobs).
- (h) The term 'job' for the purposes of this Travel Allowance includes; client service time, training, meetings, office time and Return to Work alternate duties.

Mobile phone allowance

- (i) Community Care Workers will be paid a Mobile Phone Allowance of \$6.25 per week to compensate for using their personal mobile phone in relation to work responsibilities. (For a casual employee, the Mobile Phone Allowance will be paid only for any week in which they work). This allowance will be paid fortnightly effective from the date of lodgement of this Agreement with Fair Work Commission. Should Council consider the introduction of Council issued mobile phones in relation to work responsibilities, Council will consult with Community Care Workers in the implementation and allocation of mobile phones and related allowances.
- (j) Council will continue to explore ways to reduce the mobile phone call costs for Community Care Workers.
- (k) The Mobile Phone allowance will be adjusted annually in accordance with Part A Clause 58 Adjustment of Allowances.

Mentoring/first service allowance

- (l) Community Care Workers who are rostered to and undertake a mentoring job or first service job will be paid an allowance of \$4.00 per hour.

4. Non Productive Visits

Greater Dandenong City Council will administer late cancellations of a home visit by 5 pm on the preceding day as follows:

If a Community Carer calls at a Client's home at the agreed time and they are not at home, notification (using the Client Not at Home form) is to be left at the home and the Community Care Office is to be notified.

Late Cancellations

Where Greater Dandenong City Council does not provide notice of a cancellation by 5pm the preceding day the following shall apply:

- A replacement job, comparable to the Community Carer's skills and roster vacancy, is not offered, then the Community Carer is to be paid the original rostered hours; or
- A replacement job, comparable to the Community Carer's skills and roster vacancy, is offered but is for less time than the original rostered hours, then the Community Carer is to be paid for the replacement job plus any difference up to the original rostered hours.

In notifying Care Workers of cancellations, the Care Office will make all reasonable attempts to make contact with the Care Worker by 5pm on the preceding day of the rostered service. In order to receive notice of a cancellation, Care Workers are required to be contactable up until 5pm on the preceding day of the rostered service. In the event that the Care Office cannot make contact with the Care Worker as per above then payment for the original rostered time will not be made unless extenuating circumstances apply.

Non-notification of a Cancellation

If a Client is not at home and the Community Care Office is not notified about the cancellation;
or

if the Community Care Office is notified but fails to pass on that notification to the Community Carer;
or

if a Client cancels on the Community Carer's arrival:

- A replacement job, comparable to the Community Carer's skills and roster vacancy, is not offered then the Community Carer is to be paid the original rostered hours;
- A replacement job, comparable to the Community Carer's skills and roster vacancy, is offered, then the Community Carer is to be paid for the replacement job plus ½ hour for lost time;
- A replacement job, comparable to the Community Carer's skills and roster vacancy, is offered but is for less time than the original rostered hours, then the Community Carer is to be paid for the replacement job, ½ hour for lost time, plus any difference up to the original rostered hours.

5. Qualifications & Duties

All Community Care Workers except casual Community Care Workers are required to have as a minimum a Certificate III in Home and Community Care or equivalent certificate and a valid Working with Children Check and are required to undertake the full range of duties and tasks.

If a casual Community Care Worker does not have as a minimum a Certificate III in Home and Community Care or equivalent certificate then they will be rostered only for homecare (domestic assistance) duties and classified at Band 2. If a casual employee has the relevant qualification, then they will be classified at Band 3. All casual Community Care Workers must have a valid Working with Children Check.

Council's Trainee Community Care Workers will commence their employment at Band 2 level. Upon successful completion of Certificate III in Home and Community Care and demonstrated availability to undertake the full range of tasks, Trainees will be eligible to be reviewed for Band 3 reclassification.

6. Funeral Leave

Community Care Workers may access up to 4.5 hours leave (inclusive of travel time) per calendar year to attend one or more client funerals.

If a Care Worker has exhausted this amount of funeral leave in any year and an additional client funeral occurs, additional leave may be granted upon request to a Service Management Officer. Any decision to grant additional funeral leave will be based on the Care Worker's relationship with the client and the wishes of the family, if known.

Council will consider any request made by a casual Community Care Worker to access funeral leave to attend a particular client's funeral, taking into account the Care Worker's relationship with that client and the wishes of the family, if known.

Funeral Leave will be non-cumulative and does not accrue from year to year. A local procedure will be developed and incorporated into the Care Manual which outlines the criteria and how a Care Worker may access paid Funeral Leave.

7. Vehicle servicing

Community Care Workers are required to keep the vehicle they use for work as fit for purpose.

To assist with this, Community Care Workers may ask Council to be rostered up to 6 hours once each calendar year to have their vehicle serviced. The 6 hours may be taken as one block of 6 hours, 2 blocks of 3 hours, or 3 blocks of 2 hours. Council may request evidence of vehicle servicing.

If a casual Community Care Worker has worked with Council for 12 months or more then they will be entitled to receive vehicle servicing time in the following year, provided they continue to be employed by Council.

APPENDIX E – SALARY RATES TO BE PAID FOR FIRST AND SECOND INSTALMENTS

To apply from the first full pay period on or after 1 July 2022
2.25%or \$38pw whichever is greater

<u>Banding / Classification</u>	<u>Previous Weekly Full Time Salary</u>	<u>Weekly Full Time Salary</u>	<u>Hourly Full Time Salary</u>	<u>Annual Full Time Salary</u>
Band 1A	\$1,118.47	\$1,156.47	\$30.43	\$60,136.49
Band 1B	\$1,129.48	\$1,167.48	\$30.72	\$60,709.13
Band 1C	\$1,140.36	\$1,178.36	\$31.01	\$61,274.93
Band 1D	\$1,151.26	\$1,189.26	\$31.30	\$61,841.31
Band 2A	\$1,167.42	\$1,205.42	\$31.72	\$62,681.77
Band 2B	\$1,181.33	\$1,219.33	\$32.09	\$63,405.32
Band 2C	\$1,196.80	\$1,234.80	\$32.49	\$64,209.46
Band 3A	\$1,211.27	\$1,249.27	\$32.88	\$64,961.96
Band 3B	\$1,238.33	\$1,276.33	\$33.59	\$66,368.91
Band 3C	\$1,267.19	\$1,305.19	\$34.35	\$67,869.98
Band 3D	\$1,288.45	\$1,326.45	\$34.91	\$68,975.61
Band 4A	\$1,299.35	\$1,337.35	\$35.19	\$69,542.19
Band 4B	\$1,323.61	\$1,361.61	\$35.83	\$70,803.72
Band 4C	\$1,355.90	\$1,393.90	\$36.68	\$72,482.83
Band 4D	\$1,379.25	\$1,417.25	\$37.30	\$73,697.03
Band 5A	\$1,415.58	\$1,453.58	\$38.25	\$75,586.05
Band 5B	\$1,488.92	\$1,526.92	\$40.18	\$79,400.05
Band 5C	\$1,564.21	\$1,602.21	\$42.16	\$83,315.14
Band 5D	\$1,640.05	\$1,678.05	\$44.16	\$87,258.65
Band 6A	\$1,722.74	\$1,761.50	\$46.36	\$91,598.14
Band 6B	\$1,800.11	\$1,840.61	\$48.44	\$95,711.64
Band 6C	\$1,877.83	\$1,920.08	\$50.53	\$99,844.37
Band 7A	\$1,934.50	\$1,978.03	\$52.05	\$102,857.61
Band 7B	\$2,009.70	\$2,054.92	\$54.08	\$106,855.78
Band 7C	\$2,087.03	\$2,133.99	\$56.16	\$110,967.51
Band 7D	\$2,164.64	\$2,213.35	\$58.25	\$115,094.11
Band 8A	\$2,249.90	\$2,300.52	\$60.54	\$119,627.11
Band 8B	\$2,335.10	\$2,387.64	\$62.83	\$124,157.46
Band 8C	\$2,425.67	\$2,480.25	\$65.27	\$128,973.02
Band 8D	\$2,521.23	\$2,577.95	\$67.84	\$134,053.63

		To apply from the first full pay period on or after 1 <u>July 2022</u> <u>2.25%or \$38pw whichever is greater</u>		
<u>Banding / Classification</u>	<u>Previous Weekly Full Time Salary</u>	<u>Weekly Full Time Salary</u>	<u>Hourly Full Time Salary</u>	<u>Annual Full Time Salary</u>
M&CH Nurse Yr 1	\$2,044.46	\$2,090.46	\$55.01	\$108,704.08
M&CH Nurse Yr 2	\$2,098.16	\$2,145.37	\$56.46	\$111,559.14
M&CH Nurse Yr 3 (from first full pay period on or after 10 April 2023)		\$2,182.91	\$57.45	\$113,511.32
M&CH Nurse Yr 4 (from first full pay period on or after 10 April 2024)		\$2,221.12	\$58.45	\$115,498.24
Nurse Immuniser Yr 1	\$1,853.36	\$1,895.06	\$49.87	\$98,543.29
Nurse Immuniser Yr 2	\$1,950.02	\$1,993.90	\$52.47	\$103,682.81
Nurse Immuniser Yr 3 (from first full pay period on or after 10 April 2023)		\$2,028.79	\$53.39	\$105,497.08
Nurse Immuniser Yr 4 (from first full pay period on or after 10 April 2024)		\$2,064.30	\$54.32	\$107,343.60

		To apply from the first full pay period on or after 1 July 2023 <u>3.5% or \$42</u>		
<u>Banding / Classification</u>	<u>Previous Weekly Full Time Salary</u>	<u>Weekly Full Time Salary</u>	<u>Hourly Full Time Salary</u>	<u>Annual Full Time Salary</u>
Band 1A	\$1,156.47	\$1,198.47	\$31.54	\$62,320.49
Band 1B	\$1,167.48	\$1,209.48	\$31.83	\$62,893.13
Band 1C	\$1,178.36	\$1,220.36	\$32.11	\$63,458.93
Band 1D	\$1,189.26	\$1,231.26	\$32.40	\$64,025.31
Band 2A	\$1,205.42	\$1,247.61	\$32.83	\$64,875.64
Band 2B	\$1,219.33	\$1,262.01	\$33.21	\$65,624.51
Band 2C	\$1,234.80	\$1,278.02	\$33.63	\$66,456.79
Band 3A	\$1,249.27	\$1,292.99	\$34.03	\$67,235.62
Band 3B	\$1,276.33	\$1,321.00	\$34.76	\$68,691.82
Band 3C	\$1,305.19	\$1,350.87	\$35.55	\$70,245.43
Band 3D	\$1,326.45	\$1,372.88	\$36.13	\$71,389.76

Band 4A	\$1,337.35	\$1,384.16	\$36.43	\$71,976.17
Band 4B	\$1,361.61	\$1,409.26	\$37.09	\$73,281.69
Band 4C	\$1,393.90	\$1,442.69	\$37.97	\$75,019.73
Band 4D	\$1,417.25	\$1,466.85	\$38.60	\$76,276.43
Band 5A	\$1,453.58	\$1,504.45	\$39.59	\$78,231.56
Band 5B	\$1,526.92	\$1,580.37	\$41.59	\$82,179.05
Band 5C	\$1,602.21	\$1,658.29	\$43.64	\$86,231.17
Band 5D	\$1,678.05	\$1,736.78	\$45.70	\$90,312.70
Band 6A	\$1,761.50	\$1,823.16	\$47.98	\$94,804.08
Band 6B	\$1,840.61	\$1,905.03	\$50.13	\$99,061.55
Band 6C	\$1,920.08	\$1,987.29	\$52.30	\$103,338.92
Band 7A	\$1,978.03	\$2,047.26	\$53.88	\$106,457.62
Band 7B	\$2,054.92	\$2,126.84	\$55.97	\$110,595.73
Band 7C	\$2,133.99	\$2,208.68	\$58.12	\$114,851.37
Band 7D	\$2,213.35	\$2,290.82	\$60.28	\$119,122.41
Band 8A	\$2,300.52	\$2,381.04	\$62.66	\$123,814.06
Band 8B	\$2,387.64	\$2,471.21	\$65.03	\$128,502.97
Band 8C	\$2,480.25	\$2,567.06	\$67.55	\$133,487.08
Band 8D	\$2,577.95	\$2,668.18	\$70.22	\$138,745.51
M&CH Nurse Yr 1	\$2,090.46	\$2,163.63	\$56.94	\$112,508.72
M&CH Nurse Yr 2	\$2,145.37	\$2,220.46	\$58.43	\$115,463.71
M&CH Nurse Yr 3	\$2,182.91	\$2,259.31	\$59.46	\$117,484.22
M&CH Nurse Yr 4	\$2,221.12	\$2,298.86	\$60.50	\$119,540.68
Immunisation Nurse I/C Yr 1	\$1,895.06	\$1,961.39	\$51.62	\$101,992.31
Immunisation Nurse I/C Yr 2	\$1,993.90	\$2,063.69	\$54.31	\$107,311.71
Immunisation Nurse I/C Yr 3	\$2,028.79	\$2,099.80	\$55.26	\$109,189.48
Immunisation Nurse I/C Yr 4	\$2,064.30	\$2,136.55	\$56.23	\$111,100.63

ALLOWANCES

Part A of the Agreement

Agreement Entitlement	Allowance	Amount (\$)
Clause 29 - Footpath Sweepers	Broom making allowance	\$ 67.35 per fortnight

Part B of the Agreement

Agreement Entitlement	Allowance	Amount (\$)
Clause 23.1.1, 34.7.2 – Availability duty employees other than Physical / Community Services employees	Availability allowance	\$ 298.16 per week
Clause 23.1.10 (b) – Dead animals	Dead animal allowance (dogs, cats and animal of similar size)	\$ 2.44 per day
Clause 23.1.7(b)(i) – Additional to wages - Physical Services / Community Services employee Bands 1 to 5	Driver (motor), garbage service allowance	\$ 17.26 per week
Clause 23.1.17 - First Aid allowance	Designated First Aid Officer allowance	\$ 12.11 per week
Clause 23.1.1, 23.1.3, 23.1.4, 23.1.18 - Meal Allowance – Employees other than Physical / Community Services employee and Community Services Officers and Recreation Centre Officers	Meal Allowance	\$ 22.27
Clause 23.1.8 - Trades allowance	Mechanics tool allowance (Council only employs mechanics and no other trades)	\$ 47.79 per fortnight
Clause 23.1.1, 23.1.2 (a) – Library Allowances – Bookmobile and housebound disability allowance	Bookmobile Allowance	\$ 7.79 per day
Clause 23.1.1, 34.7.1 – On call duty employees other than Physical / Community Services employees	On call allowance	\$ 155.09 per week
Clause 23.1.7(b)(iii) – Additional to wages - Physical Services / Community Services employee Bands 1 to 5	Plant maintenance allowance	\$ 36.87 per week
23.1.5 (c) - Expenses accommodation, out of pocket and vehicle	Travel Allowance 4 cylinders & less or less than 35 power mass units (pmu)	\$ 1.07 per km
23.1.5 (c) - Expenses accommodation, out of pocket and vehicle	Travel Allowance more than 4 cylinders or 35 power mass units (pmu) and over	\$ 1.31 per km
23.1.7 (c) Industry Allowance – Physical Services / Community Services employee Bands 1 to 5	Industry allowance	\$ 32.45 per week
23.1.15 (b) Protective Clothing – Community Care Workers	Uniform allowance	\$ 0.93 per day

Appendix D – Community Care Workers

Clause 3 (i)- Travel & Phone Allowances – Mobile phone allowance Community Care Workers	Mobile phone allowance	\$ 6.25 per week
Clause 3 (l) - Travel & Phone Allowances – Mentoring/first service allowance Community Care Workers	Mentoring and first service jobs	\$ 4.00 per hour

PART B - VICTORIAN LOCAL AUTHORITIES AWARD 2001 (1 FEBRUARY 2023)

The term 'award' is taken to read 'Part B'.

PART 1 - APPLICATION AND OPERATION OF AWARD

1. TITLE

Part B is a modified version of the former Victorian Local Authorities Award 2001.

2. ARRANGEMENT

Part 1 - Application and Operation of Award

1. Title
2. Arrangement
3. Date of operation
4. Parties bound
5. Previous Award superseded
6. Exclusions to Award coverage
7. Definitions (general)

Part 2 - Award flexibility

8. Enterprise Flexibility provisions
9. Index of facilitative provisions
10. Anti-Discrimination
11. Worksite Flexibility / Starting Point

Part 3 - Communication, Consultation and Dispute Resolution

12. Consultation and Dispute Resolution procedures
13. Posting of Award

Part 4 - Employer and employees' duties, Employment relationship and related arrangements

14. Multi-skilling

15. Types of employment
16. Staff development scheme
17. Redundancy
- 17A. Redundancy disputes procedure
18. Notice of Termination
19. Terms of employment
20. Position Description
21. Annual review

Part 5 - Wages and related matters

22. Classification and minimum rates of pay
23. Allowances
24. Higher Duties / Mixed Functions
25. Accident Pay
26. Superannuation
27. Tools / Instruments
28. Uniforms / Protective Clothing
29. Loss or damage to clothing and / or spectacles
30. Board and Lodging
31. Quarters
32. Vehicle Hire

Part 6 - Hours of work, breaks, overtime, weekend work

33. Ordinary time hours of work
34. Overtime (and) work performed on Saturdays, Sundays and public holidays
35. Rest interval

Part 7 - Leave of absence and public holidays

36. Parental Leave
37. Carer's Leave
38. Long Service Leave
39. Sick Leave
40. Jury Service
41. Annual Leave and leave loading
42. Public holidays

Part 8 - Training and related matters

43. Training
44. Supported wage system
45. Training Leave (dispute resolution)

Appendices

Appendix A - Classification definitions

Appendix B - Schedule of respondents

Schedule A - Deleted.

Note: Council currently does not employ Child Care, Water Authority or Sewerage Workers and as a result, all matters relating to Child Care, Water Authority or Sewerage Workers have been deleted from this document. If Council decides to employ Child Care, Water Authority or Sewerage Workers, during the life of this agreement, all matters relating to Child Care, Water Authority or Sewerage Workers contained within the Victorian Local Authorities Award 2001 will apply.

6. EXCLUSIONS TO AWARD COVERAGE

6.1 Part B does not apply to:

- ☐ Persons employed in the classification of Chief Executive Officer.

6.2 Part B does not apply to persons employed in classifications specified in the following awards of the Fair Work Commission viz:

- ☐ Nurses (ANF Victorian Local Government) Award 1993 or its successor

7. DEFINITIONS (GENERAL)

7.1 Deleted

7.2 Deleted

7.3 Deleted

7.4 **Employee** means a person whose rate of pay is governed by this award.

7.5 **Employees other than Physical / Community Services Employees** means an employee whose classification is defined by Bands 3 to 8 of Part A of Appendix A - Classification definitions of this award.

7.6 **Physical / Community Services Employee** means an employee whose classification is defined by Bands 1 to 5 of Part A of Appendix A - Classification definitions of this award.

7.7 Deleted.

7.8 **Senior Executive Officer** means an employee whose position and classification is defined by Part B of Appendix A - Classification definitions of this award.

7.9 **Recreation Centre** means and includes an establishment at which one or more, or any combination, or all of the following are provided:

- Swimming pool(s), sports centre(s), leisure centre(s) or such other municipal centre(s) providing physical, recreational and / or cultural / historical activities or such other similar activities provided in the public interest.

7.10 Ordinary Rate is an all purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum award wage prescribed by Clause 22 - Classification and Minimum Rates of Pay and the industry allowance where applicable.

7.11 GCM (Gross Combination Mass) means the total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this award to achieve the principal object in the former s.3(m) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling Clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

10.3 Nothing in this Clause is taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

10.3.2 junior rates of pay;

10.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

10.3.4 the exemptions in s.659(3) and (4) of the former Workplace Relations Act 1996.

11. WORKSITE FLEXIBILITY / STARTING POINT

11.1 Every employee upon engagement will be given a starting point which will be, subject to the provisions below, the commencement point of their daily work activities.

11.1.1 For Home Carers the starting point will be the premises of the first client of the day or as otherwise agreed.

11.2 At the direction of the employer, any employee may be required to relocate their place of employment provided that:

- ☐ the relocation is within the boundaries of the municipality / authority; and
- ☐ the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

11.3 Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedures.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. CONSULTATION AND DISPUTE RESOLUTION PROCEDURES

12.1 Consultative mechanism and procedures

12.1.1 At each enterprise covered by this award, the employer and employees, and an employee representative, including a representative of a trade union bound by this award, may establish mechanisms and procedures which enable them to communicate and consult about matters arising out of this award, which they agree would assist in achieving and maintaining cooperative workplace relations and mutually beneficial work practices.

12.1.2 Deleted

12.2 Deleted

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

14. MULTI-SKILLING

14.1 A respondent may direct an employee to carry out such duties as are within the limits of the employee's skill.

14.2 Provided that were an employee is directed to carry out any work within their classification Band or work of a lower Band, such work will be performed without reduction in salary.

14.3 Provided further that where an employee is directed to carry out work of a higher Band, the provisions of Clause 24 - Higher Duties / Mixed Functions of this award, will apply.

Any direction issued under this Clause will be consistent with the respondent's obligation to provide a safe and healthy working environment.

15. TYPES OF EMPLOYMENT

15.1 General

15.1.1 Employees covered by this award will be employed in one of the following categories:

- ☐ full-time employees; or
- ☐ permanent part-time employees; or
- ☐ casual employees; or
- ☐ temporary employees.

15.1.2 At the time of engagement the employer will advise each employee of the terms of their engagement and in particular whether they are full-time, permanent part-time, casual or temporary.

15.2 Casual employment

15.2.1 Employees Bands 1 to 5 (Physical / Community Services)

15.2.1(a) A casual employee for the purpose of this sub clause will mean an employee who is engaged in relieving work or work of a casual nature, but does not include an employee who could properly be classified as a full-time or part-time employee under Clause 33 - Ordinary Time Hours of Work and 15.1 and 15.3 of this Clause.

15.2.1(b) A casual employee will be paid 125% of the hourly rate which a full-time employee would receive.

15.2.1(c) A casual employee will not be entitled to any pro rata Annual Leave, Sick Leave or public holidays.

15.2.2 Employees Band 3-8 (other than Physical / Community Services)

15.2.2(a) A casual employee for the purpose of this Clause will mean an employee who is engaged intermittently in relieving work or work of a casual and / or unexpected nature, but does not include an employee who could properly be classified as a full-time or part-time employee.

15.2.2(b) A casual employee will be paid 125% of the hourly rate which a full-time employee would receive if that employee was performing the duties at the time. A casual employee will not be entitled to any pro rata Annual leave, Sick Leave or public holidays.

- 15.2.2(c)** Notwithstanding anything to the contrary appearing elsewhere in this award, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.

15.2.3 Deleted.

15.2.4 Caring responsibilities

- 15.2.4(a)** Subject to the evidentiary and notice requirements in 37.5.3 and 37.5.5, casual employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death in Australia of an immediate family or household member.

- 15.2.4(b)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 15.2.4(c)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15.2.5 Minimum Engagement

- 15.2.5(a)** Subject to clause 15.2.5(b) Council will ensure that a casual employee will be engaged and paid for at least two hours of work on each occasion they are required to attend work.

- 15.2.5(b)** A casual employee engaged as a swimming instructor, fitness instructor, personal trainer, school crossing supervisor or cleaner engaged at a small stand-alone location with a total cleaning area of not more than 300 square metres must be engaged and paid for at least one hour of work on each occasion they are required to attend work.

15.2A Casual Employment

- 15.2A(a)(i)** A casual employee, other than an irregular casual employee as defined in Clause 15.2A(f), who has been engaged by a particular employer for a

sequence of periods of employment under this Award during a period of six months shall thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

Provided that, by agreement between the employer and the casual employee concerned, the employer may apply sub-Clause 15.2A(a)(i) as if the reference to six months is a reference to twelve months. Any such agreement shall be confirmed in writing, signed by the employee and recorded in the time and wages records.

- 15.2A(a)(ii)** Every employer of such an employee shall give the employee notice in writing of the provisions of this Clause within four weeks of the employee having attained such period of six months.
The employee retains their right of election under this Clause if the employer fails to comply with this paragraph.
- 15.2A(a)(iii)** Any such casual employee who does not within four weeks of receiving written notice elect to convert their ongoing contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- 15.2A(a)(iv)** Any casual employee who has a right to elect under Clause 15.2A(a)(i), upon receiving notice under Clause 15.2A(a)(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- 15.2A(a)(v)** Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 15.2A(a)(vi)** If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with Clause 15.2A(a)(iv), the employer and employee in accordance with this subparagraph, and subject to Clause 15.2A(a)(iv), shall discuss and agree upon:
- (1) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in Clause 15.3.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and

times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with Clause 15.2A(a)(iv) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

15.2A(b)(i) An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

15.2A(b)(ii) The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:

- (1)** the name and address of the employer;
- (2)** if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
- (3)** the job to be performed and the classification level on which the employee has been or is likely to be engaged;
- (4)** as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;
- (5)** the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

15.2A(b)(iii) It shall be sufficient compliance with sub clause 15.2A(b)(ii) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

15.2A(c) An employee must not be engaged and re-engaged to avoid any obligation under this Award.

15.2A(d)(i) An “**irregular casual employee**” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

15.2A(d)(ii) The provisions of Clause 15.2A do not apply to irregular casual employees.

15.3 Part-time employment

15.3.1

- 15.3.1(a)** A part-time employee is a permanent or temporary employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this award.
- 15.3.1(b)** The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (**the agreed hours**).
- 15.3.1(c)** Part-time employees will be engaged for a minimum of one hour on each start.
- 15.3.1(d)** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- 15.3.1(e)** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.
- 15.3.1(f)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 15.3.1(g)** A part-time employee shall be entitled to pro rata annual leave, sick leave and long service leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- 15.3.1(h)** In accordance with Clause 42 - Public holidays a part-time employee shall be paid for a public holiday(s) falling on a day or days on which they would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- 15.3.1(i)** Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.

15.3.1(j) Where the employment of a part-time employee changes to full-time or vice versa, such employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.

15.3.1(k) Where before 1 October 2001 a part-time employee was in receipt of a loading in lieu of Annual Leave, Sick Leave and public holidays, the loading will continue to be paid unless the employer and employee agree to discontinue the loading in which case pro rata entitlements will apply.

15.3.1(l) Where the loading is paid, all overtime penalty rate calculations will be paid on the ordinary rate of pay excluding the loading.

15.3.2 Deleted.

15.4 Temporary employment

15.4.1 A temporary employee will be an employee who is engaged on either a full or part-time basis to work in a position which is temporary in nature for a specified period of time and / or for a specific project, task or tasks.

15.4.2 A respondent will not dispense with a permanent position for the purpose of creating temporary position(s).

15.5 Deleted

16. STAFF DEVELOPMENT SCHEME

16.1 A Staff Development Scheme which has been the subject of consultation will provide as a minimum the following broad principles:

- ☐ all employees to have access to a current position description;
- ☐ the development of individual plans as required;
- ☐ annual review of plans;
- ☐ an internal appeal mechanism which, at the employee's request, will involve the participation of an employee representative.

16.2 Individual Staff Development Plans will be confidential and will be developed in consultation and agreement with the employee concerned and will clearly set out:

- ☐ the new or enhanced skills required by the employer, together with proposed competency levels where appropriate;
- ☐ the training to be undertaken;
- ☐ the performance objectives required;

- the time frame for completion of the plan.

17. REDUNDANCY

17.1 Definitions

- 17.1.1 Business** includes trade, process, business or occupation and includes part of any such business.
- 17.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 17.1.3 Small employer** means an employer who employs fewer than fifteen employees.
- 17.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- 17.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

17.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties 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 and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.3 Severance pay

17.3.1 Severance pay

An employee, other than an employee of a small employer as defined in Clause 17.1.3 hereof, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service.

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

***Week's pay** is defined in Clause 17.1 hereof.

17.3.2 Severance pay - employees of a small employer

An employee of a small employer as defined in Clause 17.1.3 hereof whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

***Week's pay** is defined in Clause 17.1 hereof.

17.3.3 Deleted

17.3.4 Continuous service does not include any period during which the employee was absent for any of the reasons described in Clause 41.4 of this award.

17.3.5 Application may be made for variation of the severance pay provided for in this Clause in a particular redundancy situation in accordance with the *redundancy*

case decision [PR032004, 26 March 2004] and the *redundancy case* supplementary decision [PR062004, 8 June 2004].

17.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Clause 18 of this award. In this circumstance, the employee will be entitled to receive the benefits and payments they would have received under this Clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.5 Alternative employment

17.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

17.5.2 This provision does not apply in circumstances involving transmission of business as set in Clause 17.7 hereof.

17.6 Job search entitlement

17.6.1 During the period of notice of termination given by the employer in accordance with Clause 18.1 of this award, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

17.6.3 The job search entitlements under this Clause apply in lieu of the provisions of Clause 18.3 of this award.

17.7 Transmission of business

17.7.1 The provisions of this Clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this Clause called the **transmittor**) to another employer (in this Clause called the **transmittee**), in any of the following circumstances:

17.7.1(a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

17.7.1(b) where the employee rejects an offer of employment with the transmittee:

17.7.1(b)(1) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

17.7.1(b)(2) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

17.7.2 The Commission may vary Clause 17.7.1(b) hereof if it is satisfied that this provision would operate unfairly in a particular case.

17.8 Employees exempted

This Clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

17.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

17A. REDUNDANCY DISPUTES PROCEDURE

17A.1 Clauses 17A.2 and 17A.3 hereof impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (*a redundancy dispute*).

17A.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and their representative including the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:

- 17A.2.1** the reasons for any proposed redundancy;
 - 17A.2.2** the number and categories of workers likely to be affected; and
 - 17A.2.3** the period over which any proposed redundancies are intended to be carried out.
- 17A.3** Where a redundancy dispute arises and discussions occur in accordance with this Clause, the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

18. NOTICE OF TERMINATION

18.1 Notice of termination by employer

- 18.1.1** In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

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

- 18.1.2** In addition to the notice in Clause 18.1.1 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 18.1.3** Payment in lieu of the prescribed notice in Clauses 18.1.1 and 18.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 18.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 18.1.4(a)** the employee's ordinary hours of work (even if not standard hours); and

18.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

18.1.4(c) any other amounts payable under the employee's contract of employment.

18.1.5 The period of notice in this Clause does not apply:

18.1.5(a) in the case of dismissal for Serious Misconduct;

18.1.5(b) [deleted]

18.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

18.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

18.1.5(e) to casual employees.

18.1.6 Continuous service is defined in Clause 41 of this award.

18.2 Notice of termination by an employee

18.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

18.2.2 If an employee fails to give the notice specified in Clause 18.1.1 hereof, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under Clause 18.1.4 hereof. This clause will not be enforced against an employee in any way that is inconsistent with ss.325-326 of the Fair Work Act 2009.

18.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee, after consultation with the employer.

18.4 Transmission of business

Where a business is transmitted from one employer to another, as set out in Clause 17 of this award, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account

when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

19. TERMS OF EMPLOYMENT

19.1 Employees Bands 1 to 8

- 19.1.1** An employee upon engagement will be provided with a position description consistent with the requirements of Clause 20 - Position Description of this award.
- 19.1.2** Employees employed by an employer in accordance with the provisions of this award will be engaged as full-time, part-time, temporary or as casual employees.
- 19.1.3** Termination of employment in all cases will be as provided for in the appropriate Clauses of this award.
- 19.1.4** A full-time employee will be entitled to payment in full for any working week while they are so employed even though they may actually be required to work during a portion only of a week.
- 19.1.5** Provided that a full-time employee who as a result of their own actions works less than 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38.
- 19.1.6** An employee will perform such work as will from time to time be required, including reasonable overtime.
- 19.1.7** An employer will not dispense with the services of a full-time or part-time employee and engage such employee as a casual employee for the purpose of avoiding payment for Sick and Accident Leave, holidays, Annual Leave or Long Service Leave.

19.2 Abandonment of employment (all employees)

- 19.2.1** An employee who has been absent for a period of ten working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that they were absent for reasonable cause, will be deemed to have abandoned their employment without notice. Provided that the employer will make a reasonable effort to contact the employee before the contract is terminated under this sub clause.
- 19.2.2** Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.

- 19.2.3 An employee deemed to have abandoned their employment as described in clause 19.2.1 above will be provided notice of termination in accordance with clause 18 of Part B of this Agreement.

19.3 Deleted.

19.4 Incidental and peripheral duties

- 19.4.1 An employee may be required to perform duties that are incidental or peripheral to their major task or tasks.
- 19.4.2 An employee not attending for duty will, except as provided by the public holidays, Annual Leave, and Personal / Carers Leave Clauses of this part of this award lose payment for the actual time of non-attendance.

20. POSITION DESCRIPTION

- 20.1 Each employer will provide to each employee a position description which will clearly identify as a minimum:
- ☐ the accountability and extent of authority of the position;
 - ☐ the level of judgement and decision making skills required;
 - ☐ specialist skills and knowledge required to undertake the duties of the position;
 - ☐ managerial skills;
 - ☐ interpersonal skills;
 - ☐ qualifications and experience required for the position.
- 20.2 The position description will be reviewed by the employer in consultation with the employee concerned at least annually.

21. ANNUAL REVIEW

21.1 Employees Bands 1 to 8 only

- 21.1.1 An annual review will be undertaken by the employer for all full-time and part-time employees.
- Provided that any employee who has had an absence of paid leave in excess of 3 months in aggregate or any unpaid leave in the preceding 12 months, shall have their assessment delayed by the period of such absence.
- 21.1.2 The review will be confidential and comprise as a minimum the following:

- a review of the level within a Band or classification level; and
- the Band or classification level having regard to the classification definitions contained in Appendix A - Classification definitions of this award;
- reference to the relevant award dispute settling procedures if necessary;
- access by the employee concerned to any formal review documentation upon request.

21.1.3 Progression of an employee from one level to the next within a Band will not be automatic but subject to this Clause will be dependent upon the achievement of all of the following:

21.1.3(a) the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as is determined in accordance with any Staff Development Scheme;

21.1.3(b) the meeting of established performance objectives as determined in accordance with any Staff Development Scheme;

21.1.3(c) satisfactory service over the preceding twelve months.

21.1.4 Provided that an employee who is engaged to drive vehicles will not progress beyond the existing minimum entry level identified within the prescribed band; i.e.

0-4.5 tonnes GCM *	=	1D
over 4.5-13.9 tonnes GCM *	=	2A
over 13.9-22.4 tonnes GCM *	=	3A
above 22.4 tonnes GCM *	=	3B

Unless new skills which are additional to that of vehicle driving are acquired and utilised.

21.1.5 Provided further that an employee classified as Band 2 undertaking Environmental / Household Maintenance and / or the provision of Personal assistance (as defined) will not progress beyond level 2B.

21.2 Deleted.

PART 5 – WAGES AND RELATED MATTERS

22. CLASSIFICATION AND MINIMUM RATES OF PAY

In all cases, the employer will ensure that an individual employee's minimum rate of pay under the Enterprise Agreement will exceed the minimum rate that would be payable under the Victorian Local Government Award 2015.

22.1 Employees Bands 1 to 8

- 22.1.1** The following minimum weekly rates of pay will be paid to employees as set out in 22.2 below.
- 22.1.2** Each employer will grade its employees in accordance with the classification definitions and gradings contained in Appendix A - Classification definitions of this award.
- 22.1.3** The employee will have the right to request a Classification Committee review their classification if it is considered to be incorrect.
 - 22.1.3(a)** Such committee will consider all relevant facts and may make a recommendation to the respondent employer.
 - 22.1.3(b)** A local Classification Committee may consider the matter and will consist of an equal number of employer representatives and employees or their representatives.
 - 22.1.3(c)** Where no agreement can be reached, 12.2 will be utilised.
 - 22.1.3(d)** The whole of this sub clause will not apply to those employees classified as Senior Executive Officers as provided in 22.6.

22.2 Table - Rates of Pay

Refer to rates of pay in Part A of the Agreement

- 22.2.1** Deleted
- 22.2.2** The entry point to the structure for employees other than Physical / Community Services Employees will be Band 2 Level C.
- 22.2.3** Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.

22.2.4 Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an **Experienced Engineer** must be no less than Band 6 Level A.

22.2.5 **Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.

22.2.6 The aforesaid qualifications are as follows:

- ☐ that they are a member of the said Institute or;
- ☐ that they having graduated in a four year or a five year course at a University recognised by the said Institute, has had four years experience in professional engineering duties since becoming a qualified engineer, or;
- ☐ that they, not having so graduated, has had five years of such experience.

22.2.7 Deleted

22.2.7(a) Deleted.

22.2.8 Deleted.

22.3 Junior employees (employees other than Physical / Community Services)

22.3.1 A junior employee classified in accordance with the definitions of Bands 3 will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 2 Level C:

At 16 years and under	55%
At 17 years	65%
At 18 years	75%
At 19 years	85%
At 20 years	95%

22.3.2 Deleted

22.3.3 For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.

22.3.4 The rates of pay prescribed in this Agreement will be deemed to be the minimum rates payable, and nothing herein contained will preclude any authority from paying an employee at a higher rate of pay than that prescribed herein.

22.4 Apprentices (Physical / Community Services employees only)

22.4.1 A junior employee other than an apprentice or trainee as defined shall be paid the ordinary rate applicable to the classification in which they are employed.

22.4.2 Junior Apprentices

22.4.2(a) The minimum rate of pay applicable to junior apprentices will be based on a percentage of the rate of pay applicable to any employee on Band 3A (as set out in Appendix E of Part A) plus the industry allowance where applicable.

22.4.2(b) Four year Apprenticeships

1st year	50% of Band 3A
2nd Year	60% of Band 3A
3rd year	75% of Band 3A
4th year	90% of Band 3A

22.4.2(c) Three year Apprenticeships

1st year	50% of Band 3A
2nd year	70% of Band 3A
3rd year	90% of Band 3A

22.4.2(d) While the parties recognise that an employer is under no obligation to retain apprentices upon the completion of their apprenticeships, Employer will consider retaining such employees if a suitable position is available.

22.4.3 Adult Apprentices

The minimum rate of pay for an adult apprentice will be Band 2A (as set out in Appendix E of Part A) plus the industry allowance where applicable. Adult apprentices will have access to other levels in Band 2 during the period of apprenticeship.

22.5 Trainees

A trainee employed by Council shall be engaged in accordance with the terms and conditions of employment as prescribed in Schedule D – National Training Wage of the Victorian Local Government Award 2015, as varied. Such a trainee shall be paid an additional \$0.05 per week in addition to the relevant weekly rate of pay prescribed by Schedule D of the Victorian Local Government Award 2015, as varied. All other terms and conditions of employment will be in accordance with the provisions of Parts A and B of this Agreement, except as specifically varied by Schedule D.

22.6 Senior Executive Officers

22.6.1 An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix A - Classification definitions, Part A of this award.

22.6.2 An employee at this level will be entitled to receive the minimum salary rate specified for a Senior Executive Officer in 22.2 of this award.

22.6.2(a) This rate must not be reduced by any non-award benefits.

22.6.3 The conditions of employment of a Senior Executive Officer shall be as prescribed for employees other than Physical / Community Services employees.

22.6.4 Notwithstanding the provisions of 22.6.2(a), the employer and a Senior Executive Officer may enter into a salary agreement which:

- ☐ must be in writing and signed by both parties; and
- ☐ either recorded in the time and wage records kept by the employer in accordance with Part 9A, Division I of the Workplace Relations Regulations; or
- ☐ a notation placed in the record as to where a copy of the agreement may be inspected;

and which provides for:

- ☐ an overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
- ☐ an annual review of the agreement;
- ☐ access to the Fair Work Commission for dispute resolution in accordance with the award dispute resolution procedure;
- ☐ details of any salary package arrangements;
- ☐ details of any other non-salary benefits provided to the employee;
- ☐ details of any performance pay arrangements and performance measurement indicators;
- ☐ the involvement of an employee nominated representative which may be a representative from their union;
- ☐ the salary for the purposes of Accident make up pay.

- 22.6.5** The agreement under 22.6.4 may, subject to point 1 and point 4 of 22.6.4, also specify that the following award Clauses may not apply:

Clause no	Title
22.3	Allowances and expenses
34	Overtime, time off in lieu, penalty rates and meeting attendance
24	Higher duties
11	<u>Worksite flexibility</u>
34.7	Callback and availability
41	Annual leave loading
27	Instruments
31	Quarters

- 22.6.6** Notwithstanding this provision a total employment package arrangement entered into under Clause 34 of the Victorian Local Authorities Interim Award 1991 shall continue to apply until the 30th June 2002 unless before that date:

22.6.6(a) the total package arrangement however described expires;

22.6.6(b) by agreement the arrangement is terminated;

22.6.6(c) either party seeks to review the arrangement having regard to the provisions of this Clause.

- 22.6.7** Any dispute under 22.6.6 can be dealt with under Clause 12 - Consultation and Dispute Resolution Procedures.

- 22.6.8** Notwithstanding Clause 15, an employee appointed as a Senior Executive Officer who is also a senior officer as defined by the Local Government Act 1989 (Victoria) may be employed under a maximum term contract as required by that Act. To avoid doubt such employees continue to be covered by the provisions of this Award.

22.7 Option for Annualised Salary

- (a) Annual salary instead of Enterprise Agreement provisions

Notwithstanding any other provision of this Enterprise Agreement, an employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all of the following provisions of the Enterprise Agreement:

- i. Minimum wages – Appendix E (Part A);
- ii. Allowances – clause 23 (Part B);
- iii. Higher duties – clause 24 (Part B);
- iv. Penalty rates – clause 34 (Part B);
- v. Overtime – clause 34 (Part B); and
- vi. Annual leave loading – clause 41 (Part B).

(b) Annual salary not to disadvantage employees

- i. The annual salary must be no less than the amount the employee would have received under this Enterprise Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).
- ii. The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the Enterprise Agreement provisions which are satisfied by the payment of the annual salary.

(c) For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in Appendix E (Part A) and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

(d) An annual salary agreement must:

- iii. be in writing and signed by both parties;
- iv. state the date on which the arrangement commences;
- v. be provided to the employee;
- vi. contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all Enterprise Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Enterprise Agreement such as private use of an employer provided motor vehicle;
- vii. be subject to an annual review;
- viii. contain details of any salary package arrangements, including the annual salary that is payable;
- ix. contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
- x. contain details of any performance pay arrangements and performance measurement indicators;
- xi. contain the Enterprise Agreement level classification for the role.

(e) An annual salary agreement may be terminated:

- i. by the employer or the employee giving three months' notice of termination, in writing, to the other party and the agreement ceasing to operate at the next anniversary date of the annual salary agreement; or
- ii. at any time, by written agreement between the employer and the employee.

On termination of an annual salary agreement, the employee will revert to the Enterprise Agreement entitlements unless a new annual salary agreement is reached.

- (f) The employee may be represented in the discussions in relation to the making of an Agreement under this clause by either their union or nominated representative.

22.8 Deleted

22.8 Payment of Wages

22.8.1 All salaries and wages shall be paid fortnightly where practicable. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26. Provided that where a Council, Board, Trust or Authority meets monthly, then such Council, Board, Trust or Authority may pay employees other than Physical / Community Services employees and Senior Executive Officers monthly.

Provided further the respondent shall pay salaries by means of electronic funds transfer or, at the sole discretion of the respondent, the respondent may elect to pay salaries by cash or cheque.

22.8.2 Where an employee is absent from work other than on paid leave, such employee shall be paid for the hours worked only.

22.8.3 Where payment by electronic funds transfer or cheque is introduced a bank of the employee's choice must be reasonably available in case of electronic funds transfer for the collection of funds, or where payment by cheque is made encashment facilities should be reasonably available.

22.8.4 An employee who is able to establish genuine hardship caused by electronic funds transfer may apply for another means of payment. If the respondent and the employee is unable to agree on the genuineness of the hardship or on a suitable method of payment the matter may be dealt with under the dispute resolution procedures.

22.8.5 Where electronic funds transfer is introduced following the date of the coming into force of this provision the respondent shall pay each employee paid by electronic funds transfer.

Provided that in respect of municipal employees Band 1 to 8 inclusive:

22.8.5(a) An employee shall be paid wages due to them in the pay run immediately following the termination of their employment (including resignation). Provided that in the event of dislocation of

communications rendering this payment impossible, payment shall be made as soon thereafter as possible. The employee may request payment within 48 hours for financial hardship reasons.

- 22.8.5(b)** Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be paid in the payrun immediately following the date of termination of their services.

23. ALLOWANCES

23.1 Employees other than Physical / Community Services employees Bands 3 to 8

- 23.1.1** The following is the general level of allowances payable, or charges levied, listed opposite the Clauses referred to elsewhere in this award.

Allowance	Clause no	Amount \$
Bookmobile and housebound disability allowance	23.1.2(a)	5.24
Meal allowance		
First meal	23.1.3; 23.1.4	14.48
Subsequent meal		9.03
Quarters charge	31.1.2	3.81
Availability allowance	34.7.2	200.85
On call allowance	34.7.1	104.47

23.1.2 Library Allowances

23.1.2(a) Bookmobile and housebound disability allowance

A Library employee will be entitled to an allowance for each day or part of a day on which they are required to operate a bookmobile or a housebound service as shown in 23.1.1 of this Clause. This amount will not be part of an employee's salary for the purpose of overtime, other penalty additions or premiums, or any other purpose of this award.

23.1.2(b) Driving licence allowance

- 23.1.2(b)(i)** An employee who is appointed to a position in which the performance of their duties requires them to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to their motor vehicle driving licence, will be entitled to reimbursement of any costs they may incur in obtaining such endorsement including reasonable instruction fees.
- 23.1.2(b)(ii)** This provision will not extend to the reimbursement of such costs in any case where the employee had obtained the endorsement before the question arose of their appointment to a position such as that described in the preceding paragraph of this Clause.

23.1.2(c) Excess travelling time and fares

- 23.1.2(c)(i)** Where an employee employed in a regional library service is instructed to commence work and / or to cease work at a place of duty which is not their usual place of duty, then:
- ☐ the employee will be paid at ordinary time rates for the time spent in travelling between home and the temporary place of work each day to the extent that the time exceeds the time they usually spend in getting to work and returning home; and
 - ☐ the employee will receive the excess of any costs or fares incurred by them in so travelling between home and the temporary place of work over the costs or fares incurred in travelling between home and the usual place of work.
- 23.1.2(c)(ii)** For the purposes of the above paragraph **costs or fares** means:
- ☐ If the employee usually travels to work by public transport and also travels to the temporary place of work by public transport, then the difference between the fares so paid.
 - ☐ If the employee usually travels to work by car and also travels to the temporary place of work by car, then the difference in kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 23.1.5(c) of this Clause for the difference.

- If the employee usually travels to work by public transport and is unable to do so because of the location of the temporary place of work, then the actual kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 23.1.5(c) of this Clause less the amount of fares usually incurred. The excess will be calculated in respect of the journey both from home to work and from work to home.

23.1.3 Meal Allowance

23.1.3(a) This Clause will apply to all employees other than Physical / Community Services employees and Community Services Officers and Recreation Centre Officers.

23.1.3(b) Where a meal allowance is payable under this Clause, it will be that amount shown in 23.1.1 above, opposite the levels set out below, except where an employee has been advised the day before that they will be required to work overtime, then such employee will, subject to further provisions of this Clause, not be entitled for the subsequent meal allowance amount shown in 23.1.1 above.

23.1.3(c) An employee who is:

23.1.3(c)(i) required to work overtime which is continuous with their normal working hours and which extends until after 6.30 p.m. will be granted a meal break at 6.30 p.m. and paid a meal allowance in accordance with 23.1.1 of this Clause.

23.1.3(c)(ii) recalled to work overtime after leaving their place of employment and:

- is required to commence overtime before they have had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two hours work and paid a first meal allowance in accordance with 23.1.1 of this Clause; or
- is not required to commence overtime until after they have had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four hours such employee will be granted a meal break after four hours work and paid a subsequent

meal allowance in accordance with 23.1.1(a) of this Clause;

23.1.3(d) required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;

23.1.3(e) required to work in excess of the provisions of 23.1.3(c)(i), 23.1.3(c)(ii) and 23.1.3(d) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour;

23.1.3(e)(i) Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.

23.1.3(e)(ii) Notwithstanding the provision of 23.1.3(c) and 23.1.3(e)(i) hereof:

23.1.3(e)(ii)(A) meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;

23.1.3(e)(ii)(B) subject to employer approval an employee may elect to work continuously without a meal break, but such employee will not lose any entitlement to the meal allowance(s) specified, except where the provisions of 23.1.3(e)(iii) hereof apply.

23.1.3(e)(iii) The provisions of this Clause will not apply when the employee can return to their place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.

23.1.3(e)(iv) For the purposes of this Clause, recognised meal times are between noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.

23.1.4 Meal Allowance (Community Services Officers and Recreation Centre Officers)

An employee under this Clause will be entitled to a meal allowance and meal break as specified in 23.1.3 where:

- 23.1.4(a)** The employee works overtime in excess of one and a half hours which is continuous with their ordinary hours; or
- 23.1.4(b)** The officer works five hours or more on a day which is not an ordinary working day; and
- 23.1.4(c)** In both cases such overtime extends until after a recognised meal break as defined in 23.1.3 above.
- 23.1.4(d)** Meal break means an unpaid period between 30 minutes and 45 minutes duration as directed by the employer or such other period as may be agreed between the employee concerned and the employer.
- 23.1.4(e)** The provisions of this Clause will not apply when the employee concerned can return to their place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

23.1.5 Expenses accommodation, out of pocket and vehicle

- 23.1.5(a)** Where an employee is required to travel on duty involving overnight accommodation or where a health and / or meat inspector is appointed only in a relieving capacity or to a position of a casual nature so that they cannot reasonably return to their home each night, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging. Provided that a health and / or meat inspector who is entitled to such accommodation expenses will also be entitled to one first class return rail fare.
- 23.1.5(b)** All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the respondent's behalf will be paid by the respondent. All claims for such expenses will be rendered fortnightly or monthly as directed by the employer and such claims will give particulars of travelling done and expenses incurred in the discharge of official duties. An employer may in connection with any particular claim require that such claim will be supported by statutory declaration.
- 23.1.5(c)** Where an employee provides their own mode of conveyance, by arrangement with the employer they will be reimbursed at the kilometre rates:

Vehicles	Cent per kilometre
more than 4 cylinders or 35 power mass units (pmu) and over	\$1.31 per km (as at 1.7.2022)
4 cylinders & less or less than 35 power	\$1.07 per km

mass units (pmu) (as at 1.7.22)

Motor cycles

250cc and over 40.83

Under 250cc 30.70

Bicycle 10.13

23.1.5(d) A dispute under this Clause may be dealt under 12.2.

23.1.6 Instrument allowance engineers

23.1.6(a) The respondent will provide all instruments and equipment but in the case where an engineer has instruments or equipment which it is mutually agreed between the respondent and the engineer that the engineer's instruments or equipment will be used, an annual allowance will be paid to the engineer equivalent to 10% of the replacement value of such instruments or equipment.

23.1.6(b) Where the respondent provides instruments and equipment, such instruments and equipment remain the property of the respondent and will be returned to the respondent upon termination.

23.1.7 Physical Services / Community Services employees Bands 1 to 5

23.1.7(a) Employee-in-charge

23.1.7(a)(i) Any employee in Bands 1 and 2 who is authorised to take charge of other employees will be paid an allowance in accordance with the following provisions:

If an employee (in Band 1 and 2) is authorised to take charge of other employees and is required to:

☐ set out work; or

☐ see that work is carried out, they will be paid:

23.1.7(a)(i)(A) If in charge of two to six employees \$12.42 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);

23.1.7(a)(i)(B) If in charge of seven to fifteen employees \$21.05 per week above the highest paid

employee under their direction (excluding plant operators, motor truck drivers and tradespersons);

23.1.7(a)(i)(C) If in charge of over fifteen employees \$27.87 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);

23.1.7(a)(i)(D) Provided that any employee-in-charge who is required to perform work with their gang will be paid the wage rate prescribed for their classification (if it is the higher) plus the extra rate herein prescribed.

23.1.7(b) Additional to wages

23.1.7(b)(i) Driver (motor), garbage service \$11.62 per week in addition to the appropriate truck drivers rate.

23.1.7(b)(ii) Driver (motor), sanitary service \$17.75 per week in addition to the appropriate truck drivers rate.

23.1.7(b)(iii) Employees engaged as the driver operator of a sludge / auto-eductor, mechanical-street sweeper and road-cleansing machine, or water flusher, excavator, road or footpath roller, power grader or tractor, if required by the employer to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment of \$24.83 per week.

23.1.7(b)(iv) Where an employee receives the weekly allowance and that employee is unavailable and another employee is required to relieve and perform the task, such employee will receive 40% of the weekly allowance per day of relieving up to a maximum of the weekly allowance.

23.1.7(b)(v) Provided that employees who at the date of the coming into force of this provision receive a weekly allowance will not be reduced to a daily allowance.

23.1.7(c) Industry allowance

In addition to the rates prescribed in Clause 22 - Classification and Minimum Rates of Pay of this award an employee engaged on any of the work specified therein will be paid an allowance at the rate of

\$21.86 per week to compensate for any of the following disabilities of the industry, namely, being subject to:

- ☐ climatic conditions when working in the open on all types of work; the physical disadvantage of having to climb stairs or ladders or work in confined spaces;
- ☐ dust blowing in the wind on construction sites and similar disability to employees engaged on maintenance of roadways, footways, etc;
- ☐ sloppy or muddy conditions associated with all types of construction and maintenance;
- ☐ dirty conditions caused by use of form oil or green timber;
- ☐ drippings from newly poured concrete;
- ☐ the disability of working on all types of scaffold and the disability of using makeshift appliances having regard to the exigencies of the job;
- ☐ the lack of usual amenities associated with factory work.

Provided that until further order, the industry allowance prescribed by this Clause will not apply to the employees in the following categories of employment:

- ☐ Assistant Hallkeeper;
- ☐ Baths / Swimming Pool / Recreation Centre Attendant Chlorinating or Non Chlorinating;

(where Grounds Maintenance is part of the full-time duties the allowance will be paid):

- ☐ Cleaner;
- ☐ Home Carer;
- ☐ Public Convenience Attendant;
- ☐ Chauffeur;
- ☐ Meter Reader;
- ☐ Weighbridge Attendant;
- ☐ Storeperson;

(where the Storeperson as part of their full-time duties is required regularly to perform those duties in the open and incurs any of abovementioned disabilities the allowance will be payable):

- ☐ Guard/Gatekeeper;

(where Patrol work is part of the full-time duties the allowance will be paid):

- ☐ Caravan Park Attendant;

(where Grounds Maintenance is part of the full-time duties the allowance will be paid):

- ☐ Kitchen Assistant;
- ☐ Meter Repairer and / or Installer;
- ☐ Meter Tester;
- ☐ Filtration Plant Operator and Assistant Filtration Plant Operator

(where a Filtration Plant Operator as part of their full-time duties is required regularly to perform those duties in the open and incurs any of the abovementioned disabilities the allowance will be payable).

- ☐ Cook (non-trades);
- ☐ Gravedigger;
- ☐ Cook (Tradesperson);
- ☐ Sexton;
- ☐ Blacksmith;
- ☐ Carpenter.

23.1.8 Trades allowances

23.1.8(a) In addition to the rates prescribed in Clause 22 - Classification and Minimum Rates of Pay of this award, the following trades persons will be paid the undermentioned allowances, where applicable, corresponding to their classification:

Tool allowance	Per week \$
Mechanic	16.09
Bricklayer, carpenter	16.09
Plasterer, plumber (registered and unregistered)	16.09
Painter, signwriter	4.16
Registered plumber's allowance	
Registered plumber only	23.56

Plumbing trades allowance	
Registered and unregistered plumbers	17.53

23.1.8(b) The foregoing allowances will continue to be paid during an employees absence pursuant to Clauses 25 - Accident Make-up Pay, 39 - Sick Leave, 40 - Jury Service, 41 - Annual Leave and Leave Loading, and 42 - Public Holidays only. In the case of other absences the allowances will be paid on a pro rata basis.

23.1.8(c) Licence allowance

23.1.8(c)(i) A registered plumber who is required in writing by their employer to act on their plumbers licence during the course of their employment will be paid in addition, 80 cents per hour for every hour of their employment whether or not they have in any hour acted on their licence.

23.1.8(c)(ii) Acting on their plumbers licence will mean signing of notices and assuming responsibility to relevant authorities.

23.1.9 Special rates

23.1.9(a) Wet pay

23.1.9(a)(i) If an employee is required to work in a wet place or in heavy rain they will be provided with gum boots or waterproof leggings (or both where appropriate), waterproof coat and suitable head covering where necessary so as to protect them from getting wet.

23.1.9(a)(ii) If they are not so provided so as to protect them from getting wet, they will be paid \$3.77 extra for the day whatever amount of work may be done by them on that day.

23.1.9(a)(iii) A wet place will be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate a substantial portion of the clothing of the employee if unprotected, and / or when the water in the place where the employee is standing is over 5 cm deep or under such circumstances wherein their boots become saturated.

23.1.9(a)(iv) Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of their clothes become saturated.

- 23.1.9(a)(v)** All clothing and gum boots used will be disinfected prior to transfer to another employee.
- 23.1.9(a)(vi)** All clothing supplied by the employer remains the property of the employer.
- 23.1.9(a)(vii)** An employee supplied with protective clothing will sign a receipt for items received and the respondent will be entitled to deduct from wages due the value of any such protective clothing so supplied if lost or damaged through the negligence of the employee.

23.1.10 Dead animals

- 23.1.10(a)** An employee removing and destroying or burying any dead animal or animals specified herein will be paid an additional amount in respect of any day on which such duty was carried out.
- 23.1.10(b)** Such additional amount will be according to the following scale irrespective of the number handled:

Horses, cattle, pigs and animals of similar size	\$5.89
Sheep and animals of similar size	\$3.75
Dogs, cats and animals of similar size	\$1.56
Fish in quantities	\$5.89

- 23.1.10(c)** Where more than one of the above classes of animals is dealt with on any day the amount payable will be that prescribed for the highest paid class of animal so dealt with.

23.1.11 Deleted

23.1.11(a) Deleted

23.1.11(b) Deleted

23.1.12 Handling infected materials

- 23.1.12(a)** If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, they will be paid

\$7.67 per day for each part of the day whilst so employed in addition to the amount otherwise payable for their ordinary work.

23.1.12(b) An employer will, at their own expense, provide the employee with proper disinfectants or acids.

23.1.12(c) If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by order of an authority, they will be paid the value of the clothes spoiled or destroyed.

23.1.13 Hot places

An employee working for more than one hour in the shade in places where the temperature is raised by artificial means between 45 and 54 degrees Celsius will be paid 42 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius they will be paid 50 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will also be entitled to twenty minutes rest after each two hours' work without deduction of pay. The temperature will be decided by measurement by the employee in charge after consultation with the employees who claim the extra rate.

23.1.14 Seasonal allowance watering

Where a greenkeeper, groundsperson or nurseryperson is required by the employer to return to work on a Saturday or Sunday from December 1 to April 30 inclusive for the purposes of watering only, such greenkeeper, groundsperson or nurseryperson will be paid a seasonal allowance of \$30.43 per week extra and will be paid for the entire period from December 1 to April 30 inclusive. If such greenkeeper, groundsperson or nurseryperson is required to return to work for any other purpose either on a week day or a Saturday or Sunday, the provisions of Clause 34 - Overtime (and) work performed on Saturdays, Sundays and Public Holidays of this award will prevail.

23.1.15 Protective clothing

23.1.15(a) Where employees engaged in:

- ☐ handling bituminous materials, creosote, weedkiller, garbage or sanitary pans, or who are employed in an abattoir or a saleyard;
- ☐ pruning or pollarding trees or cutting blackberries;
- ☐ regular maintenance of mechanical equipment involving the handling of grease or oil soiled component parts of mechanical equipment; or

- ☐ the handling of cement frequently or for any period in excess of one hour;
- ☐ Deleted
- ☐ Deleted

have not been supplied by the employer with suitable protective clothing consisting of gloves, overalls, boots and protective head covering where necessary they will be paid an allowance of \$1.86 cents per day above any prescribed wage fixed for the class of work they may be engaged upon at the time.

- 23.1.15(b)** Each homecarer, cook-(trades), cook, (non-trades) and kitchen assistant who has not been supplied by the employer with two uniforms which will be laundered as necessary free of charge to the employee, the employee will be paid an allowance at the rate of 62 cents per day, irrespective of the number of hours worked during that particular day.

23.1.16 Camping

- 23.1.16(a)** An employee who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable them to proceed to and from their home each day, will be paid a camping allowance of \$8.74 per day or \$43.78 per week of five days as a camping allowance in addition to their prescribed wages.
- 23.1.16(b)** At the end of each working week the employee shall be allowed to return to their home and in such cases all the time reasonably required for travelling to and from their home beyond five kilometres shall be treated as time of duty in addition to the time of actual working.
- 23.1.16(c)** For the purposes of this Clause a working week shall be deemed to commence at the normal starting time on a Monday and terminate at the ordinary finishing time on a Friday, provided that the employer shall have the right to require an employee to work reasonable overtime at weekends.
- 23.1.16(d)** An employee shall be paid at the appropriate rate for time occupied in shifting camp and removing plant and equipment.

23.1.17 First Aid allowance

An employee who is the current holder of an appropriate First Aid qualification such as a certificate from St. John's Ambulance, or similar body, will be paid a daily allowance of \$1.65 if they are appointed by the employer to perform First Aid duty.

23.1.18 Meal allowance

When an employee is entitled to a rest period under 34.3.9 the employer will pay a meal allowance of \$14.48 for the first meal and \$9.03 for the second and subsequent meals.

23.1.19 Transport allowance

23.1.19(a) Where an employee is required by an employer to travel on behalf of the employer that employee will be reimbursed the expenses incurred by using the public transport nominated by the employer for such travel.

23.1.19(b) Provided however that where by mutual agreement between that employee and the employer the employee provides their own vehicle that employee will be paid an allowance in accordance with the rates determined from time to time as per 23.1.5(c) above.

23.1.19(c) An employee will not be required to carry fuel, material, other employees or tools (other than used by the owner-driver in the performance of their duties) in any motor car provided by such employee and used as their own mode of conveyance, nor will they be required to draw a trailer behind such motor car.

23.1.19(d) Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of their duties) in any motor car provided by such employee and used as their own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of \$10.42 cents per kilometre.

23.1.19(e) Where a Home Carer is required to travel between two or more service points in any one day they will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.

23.1.19(f) For the purposes of this sub clause reimbursement of travel expenses will be in accordance with the above.

23.1.19(g) Where an employee is instructed to commence work and / or to cease work at a place which is not their usual starting point and such employee incurs additional costs then such employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employees home and usual starting point.

23.1.19(h) Deleted

24. HIGHER DUTIES/MIXED FUNCTIONS

24.1 Employees Bands 1 to 5 (Physical / Community Services) and Employees other than Physical / Community Services employees Bands 3 to 8

24.1.1 An employee directed by the employer to perform duties carrying a higher rate of pay than is provided for within their classification Band unless otherwise specified in this award will be paid while undertaking such duties at the commencement level of the higher classification Band except:

- where particular levels within Bands are provided for specified positions e.g. vehicle drivers;

- a higher amount is determined by negotiation between the employee and their supervisor or Manager, for example, but not limited to, where the employee has performed repeated higher duties in the particular role or over a prolonged period of time.

24.1.2 Deleted

24.2 Deleted

24.3 Deleted.

25. ACCIDENT PAY

25.1 Employees Bands 1 to 8 and Senior Executive Officers

The conditions under which an employee qualifies for accident pay will be as prescribed below:

25.1.1 An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.

25.1.2 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the employee's appropriate 38 hour rate or in the case of a part-

time employee the pro rata rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said award or pro rata rate for that period.

25.1.3 An employer will pay or cause to be paid accident pay as defined in 25.1.2 hereof during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.

25.1.3(a) Deleted.

25.1.4 The liability of the employer to pay accident pay in accordance with this Clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this Clause.

25.1.5 In the event that the employee receives a lump sum in redemption of weekly payments the liability of the employer to pay accident pay will cease from the date of such redemption.

25.1.6 Notwithstanding the provisions of this Clause:

- ☐ the liability to pay accident make-up pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period.
- ☐ where an employee had given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 26 weeks whichever is the lesser period.

26. SUPERANNUATION

26.1 All employees

26.1.1 Employer's contributions

26.1.1(a) The Employer will meet its obligation to pay superannuation under the *Superannuation Guarantee (Administration) Act 1993 (SGA Act)* and related legislation.

26.1.1(b) **Ordinary time earnings** for the purposes of the SGA Trust Deed will mean an employee's salary as defined from time to time in the Local Authorities Superannuation Act.

- 26.1.1(c)** Superannuation will be paid to Local Authorities Super or where agreed by the employer and a majority of Employees into another fund in accordance with the provisions of the Trust Deed.

26.2 Casual employees only

26.2.1 Coverage

This sub clause covers the provision of superannuation for all casual employees engaged by a respondent employer to this award.

26.2.2 Definition

For the purpose of this sub clause:

- 26.2.2(a) Casual employee** means a person engaged by a respondent employer on the same terms as set out in Clause 15 - Types of employment of this award.
- 26.2.2(b) The Fund** means the Local Authorities Superannuation Fund.
- 26.2.2(c) Financial year** means the period from 1 July in one year to 30 June the following year.

26.2.3 Employer contribution to superannuation

Subject to the rules of the Fund, a respondent employer must contribute in respect of each casual employee who has ordinary time earnings of not less than \$450 per month, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*, as amended from time to time.

- 26.2.4** Notwithstanding the requirements of 26.2.3 above, a respondent employer will contribute to the Fund 3% of ordinary time earnings for casual employees who earn not less than \$1200 per annum.

Provided that:

- ☐ the \$1200 per annum is calculated over each financial year;
- ☐ each financial year stands alone;
- ☐ after a casual employee qualifies for employer contributions, such contributions will be made from the beginning of the current financial year.

- 26.2.5** This sub clause will operate from the first pay period to commence on or after 1 July, 1994.

27. TOOLS/INSTRUMENTS

Tools and instruments required by employees other than those usually provided by tradespersons where all are not provided by the employer, an allowance to reimburse the costs of providing the tools will be paid.

28. UNIFORMS/PROTECTIVE CLOTHING

28.1 This Clause applies to employees other than Physical/Community Services employees only.

28.2 Where uniforms and protective clothing are not issued by the respondent to employees whose duties necessitate the wearing of uniforms and protective clothing, and on such scale as is reasonably required, an appropriate allowance will be paid. In the event of disagreement as to such issue or such scale, the matter will be resolved in accordance with the dispute settling procedures as set out in Clause 12 - Consultation and Dispute Resolution Procedures, of this award. Uniforms and protective clothing provided by the employer remain the property of the respondent and will be returned by the employee upon request on termination.

29. LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES

This Clause applies to Employees Bands 1 to 5 (Physical / Community Services) only.

29.1 The employer will be responsible up to a maximum of \$386.38 for an employee's clothing which may be destroyed by fire, or other disaster, in a changing house or other shelter provided or nominated by the employer.

Provided that such destruction is not in any way caused by the employee's own act or neglect.

29.2 If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by an order of an authority, they will be paid the value of the clothes spoiled or destroyed.

29.3 Where an employee during the course of employment suffers loss or damage to spectacles, caused by fire, molten metal or corrosive substances, compensation will be made by the employer to the extent of the loss or damage sustained provided that such loss or damage is not in any way caused by the employee's own act or negligence.

Provided further that this sub clause will not apply when an employee is entitled to Worker's Compensation in respect to the damage.

30. BOARD AND LODGING

This Clause applies to Employees Bands 1 to 5 (Physical / Community Services) only.

Where an employee is sent from their usual place of employment and is required to remain away from home, they will be paid travelling time and all reasonable expenses associated with such travel.

31. QUARTERS

31.1 Employees other than Physical / Community Services employees Bands 3 to 8 only

31.1.1 Where it is proposed that an employee reside in an employer's quarters the respondent will state in writing whether or not such residence is required for the effective performance of the employee's duties.

31.1.2 Where it is stated by the respondent in writing that the employee is required to reside in a respondent's quarters for the effective performance of their duties then the rental charged for such quarters will not exceed the amount shown as Quarters Charge in 23.1.1 of this award.

31.1.3 Where it is stated by the respondent that the employee is not required to reside in a respondent's quarters for the effective performance of their duties then there will be no compulsion on the employee to reside in the respondent's quarters. However if the employee does reside in a respondent's quarters, then the provisions of 31.1.2 will not apply and the rental charged will be determined between the respondent and the employee.

31.1.4 The coming into operation of this Clause with the exception of the rental charge specified in 32.1.2 will not affect the existing rights or obligations of employees or respondents.

31.2 Employees Bands 1 to 5 (Physical / Community services) only

31.2.1 If an employer requires an employee to occupy quarters for caretaking purposes, no rental will be charged.

31.2.2 Caretaking duties will not be deemed to include a requirement that an employee will remain constantly in the quarters or nearby during Saturdays, Sundays, public holidays or annual leave.

31.2.3 Caretaking duties performed by an employee will not be regarded as time worked for the purposes of this award.

- 31.2.4** Caretaking duties will not involve any manual labour outside the employee's normal hours of duty.
- 31.2.5** Any dispute as to what constitutes caretaking duties will be determined as per the requirements of Clause 12 - Consultation and Dispute Resolution Procedures.

32. VEHICLE HIRE

This Clause applies to Employees Bands 1 to 5 (Physical / Community Services) only.

- 32.1** An employee who supplies and drives their own vehicle for patrol work or other than patrol work, will be paid the appropriate weekly rate of wage and allowances as prescribed by Clause 22 - Classification and Minimum Rates of Pay of this award plus:
- ☐ hire rates as determined from time to time by VicRoads as applicable to Employer owned plant when used on works which are subsidised by VicRoads; and
 - ☐ the cost to the employee of the fuel used on such work.

PART 6 – HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK

33. ORDINARY TIME HOURS OF WORK

33.1 Standard engagement

Save for casual and part-time employees and the later provisions of this Clause, the ordinary hours of duty will be 38 per week to be worked between 6.00 a.m. and 6.00 p.m. on Monday to Friday (both inclusive) with a break of not less than 45 minutes or more than one hour for lunch between noon and 2.00 p.m. Provided that by agreement between the employer and employee(s) the minimum lunch break may be reduced to 30 minutes.

33.1.1 The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by the respondent either generally or for particular employee(s) according to work requirements from time to time.

33.1.2 Deleted

33.1.3 Deleted

33.1.4 Subject to the further provisions of this award and agreements existing at the time of the coming into force of this provision the ordinary hours of work will not exceed eight hours in any one day.

33.2 Deleted

33.3 Deleted

33.4 The hours of duty of employees having other employees under their immediate supervision will be the same as the ordinary hours of the employees under their immediate supervision and any time worked in excess of such ordinary hours will be paid for at overtime rates.

33.5 The hours of work for all employees will be continuous except for meal-breaks.

33.6 Where an employee as a result of their own actions works less than 38 hours a week, they will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.

33.7 The commencing times within the spread of hours as laid down in sub clause 33.1 of this Clause and the meal period applying at the date of this award will not be altered without the employee's receiving one week's notice of the employer's intention so to do unless by mutual agreement.

33.8 Specific engagement (employees other than Physical / Community Services employees only)

33.8.1 Hallkeepers

The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).

33.8.2 The spread of hours during which a hallkeeper will perform their duties will be 5.00am to 10.00pm, Monday to Friday.

33.8.3 By written agreement between a respondent and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.

33.8.4 Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with 33.8.2 and 33.8.3, they will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working their

altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

- 33.8.5** The provision as to overtime payment appearing in 33.8.4 of this sub clause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.
- 33.8.6** Work performed in addition to ordinary hours as provided in 33.8.2, 33.8.3, 33.8.4 and 33.8.5 will be paid for at the appropriate overtime rate prescribed by this award.
- 33.8.7** Any dispute arising under this sub clause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

33.9 Library employees

- 33.9.1** The ordinary hours of duty of employees employed in a municipal library will be as prescribed in 33.1 of this Clause, or will not exceed 35 hours per week to be worked between 8.00am to 9.00pm Monday to Friday and from 8.00am to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this award.
- 33.9.2** Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in 33.10 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.
- 33.9.3** Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed with the employee affected.

33.10 Library rosters

- 33.10.1** Where employees are required to work their 35 ordinary hours prescribed in 33.9.1 of this sub clause according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.
- 33.10.2** Should there be any change made to the rostered hours of any library employee appearing in such roster, they will be advised of the change at least 48 hours in advance of the time at which such change is to be effected. Where

that amount of notice has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.

33.10.3 The provision as to overtime payment appearing in 33.10.2 of this sub clause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.

33.10.4 Any dispute arising under this Clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the requirements of Clause 12 - Consultation and Dispute Resolution Procedures of this award.

33.11 Inspectorial

33.11.1 The ordinary hours of duty for employees employed as:

- ☐ Superintendent Traffic and By-Laws;
- ☐ Senior By-Laws Officer;
- ☐ Senior Traffic Inspector;
- ☐ Market Superintendent;
- ☐ By-Laws Officer;
- ☐ Traffic Inspector;
- ☐ Other Inspector however titled.

33.11.2 All of the above however titled, will be 38 per week, to be worked in five days of not more than eight hours per day, Monday to Friday inclusive. The ordinary hours on any day will be worked continuously except for a meal break between 7.00 a.m. and 6.30 p.m. The starting and finishing times of ordinary work on any day within such daily spread of hours will be as determined by the employer either generally or for particular employees according to work requirements from time to time.

33.11.3 Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7.00 p.m. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with Clause 12 - Consultation and Dispute Resolution Procedures.

33.12 Employees, other than Physical / Community Services employees engaged in community services

33.12.1 The ordinary hours of duty for employees who are engaged by the respondent to encourage, promote or conduct community pursuits and whose aim is the

maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and / or who is primarily concerned with the social and living standards in the community will be:

- 33.12.2** 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
- 33.12.3** According to a roster agreed upon between the employer and / or employees and the employer, provided that the ordinary hours fixed by any such roster will be between 5.00am to 10.00pm, Monday to Sunday, and not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods. Ordinary hours worked on a Saturday will be paid at time and one half. Ordinary hours worked on a Sunday will be paid at time and three-quarters. Ordinary hours worked on a public holiday will be paid at double time and one half.
- 33.12.4** The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified for that roster for that day.
- 33.12.5** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.12.6** The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement, and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.

33.13 Employees, other than Physical / Community Services employees engaged in recreation centres

- 33.13.1** The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:
- ☐ 38 per week to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
 - ☐ a roster may be agreed upon between employees and / or an employee and the employer such that the ordinary working hours will be between 5.00am to 10.00pm Monday to Sunday and will not exceed 76 such

ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods. Ordinary hours worked on a Saturday will be paid at time and one half. Ordinary hours worked on a Sunday will be paid at time and three-quarters. Ordinary hours worked on a public holiday will be paid at double time and one half.

33.13.2 The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified for that roster for that day.

33.13.3 Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

33.13.4 The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.

33.14 Physical / Community Services employees engaged in sanitary or garbage collections or disposal

The hours of duty of an employee engaged in sanitary or garbage collection or disposal, or a street-cleansing service, will be 38 per week and will be performed between midnight and 5.30 p.m. All time between the starting time and 7.30 a.m. will be paid for at the ordinary rate plus 20%.

33.15 Deleted

33.15.1 Deleted

33.15.2 Deleted

33.15.3 Deleted

33.15.4 Deleted

33.15.5 Deleted

33.15.6 Deleted

33.15.7 Deleted

33.15.8 Deleted

33.16 Special Engagement (Physical / Community Services employees only)

33.16.1 Definitions

- 33.16.1(a) Ordinary rate** (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by Clause 22 - Classification and minimum rates of pay of this award plus 25% for special engagement together with the industry allowance where applicable.
- 33.16.1(b) Employee** in this Part of this Clause will mean any of those employees specified in 33.16.1 hereof who are specifically employed under this Part of this Clause and not under 33.1, 33.8 or 33.15.
- 33.16.1(c) Part-time employee** in this Part of this Clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this part of this Clause for the ordinary rate of their classification, and unless in receipt of the 20% loading for part-time employment specified in 33.16.1(e) of this paragraph they will be entitled to Sick Leave and Annual Leave on a pro rata basis in accordance with the hours worked in performance of such duties.
- 33.16.1(d)** A part-time employee who is not in receipt of the 20% loading for part-time employment specified in 33.16.1(e) of this paragraph and who would have, as a part of their normal working pattern, worked on a public holiday will receive a pro rata payment for that holiday commensurate with the number of hours normally worked.
- 33.16.1(e)** Deleted.
- 33.16.1(f) Casual employee** in this Part of this Clause means an employee specifically engaged as such and who in addition to the ordinary rate prescribed by 33.17.1 of this sub clause receives a 25% loading for casual employment (which is in lieu of payment for Annual Leave, Sick Leave and public holidays) for time worked during ordinary hours.
- 33.16.1(g)** Deleted

33.17 Ordinary hours of duty

The employer will ensure that employees engaged pursuant to special engagement other than employees engaged in recreation or community service, will be paid at a higher fortnightly rate than that payable for an equivalent classification prescribed by the Victorian Local Government Award 2015.

- 33.17.1** Notwithstanding the provisions of 33.1, 33.8 and 33.16 of this Clause, the ordinary hours of duty of employees in the following categories of employment may be in accordance with 33.16.1(a) to 33.16.1(e) inclusive of this part of this Clause, or else in accordance with 33.1, 33.8 or 33.16 of this Clause.

- Assistant Hall Keepers, Baths/Swimming Pool / Recreation Centre Attendants, Caravan Park Attendants, Chauffeurs, Cleaners, Community Services Employees, Gatekeepers, Groundspersons, Market Employees, persons engaged in preparation and/or distribution of meals-on-wheels and in elderly citizens clubs, Plant Operators working at a tip, Public Convenience Attendants, Tip Attendants, Guard and Weigh Bridge Attendants and such other classifications as may be agreed.

33.17.2 In the case of a full-time employee, 38 hours per week to be worked not more than eight hours per day in continuous periods (except for a meal-break) on any five consecutive days of the calendar week and between the hours of 5.00am to 10.00pm, Monday to Sunday; or

33.17.3 In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer; provided that the ordinary hours fixed by any such roster will be worked between 5.00am to 10.00pm, Monday to Sunday and will not exceed 38 in any one-week period, or alternatively 76 in any consecutive two-week period, or alternatively 114 in any consecutive three-week period, or alternatively 152 in any consecutive four-week period. The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified by that roster for that day. Rosters may only be altered on three weeks notice by the employer or by agreement between the employer and employee.

33.17.3(a) Where rosters are based in accordance with the above provision the individual needs of the employer will be taken into account so that the services of the employer are not curtailed; accordingly rostered days off may be staggered, and further may accumulate and be taken at such time(s) as agreed between the employee and the employer.

33.17.3(b) If agreement on a roster cannot be reached between the employee or employees directly concerned and the employer, the matter may be dealt with under the dispute resolution procedure.

33.17.4 In the case of part-time employees, according to times agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer. Provided that ordinary hours will not exceed eight on any day.

33.17.5 In the case of casual employees, will not exceed 38 per week. Provided that ordinary hours will not exceed eight on any day.

33.18 Overtime

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by 33.17.2 or 33.17.3 of 33.17 of this Part of this Clause will be payable at

the rate of time and half for the first two hours and double time thereafter on Monday to Saturday inclusive and at a rate of double time on Sunday. Penalty rates as defined by this sub clause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

33.19 Public holidays

- 33.19.1** Employees required to work on public holidays in excess of their ordinary hours of duty will be paid at the rate of double time and a half for all time so worked.
- 33.19.2** Notwithstanding anything elsewhere contained in this award, employees who pursuant to 33.17.2 or 33.17.3 of 33.17 of this part of this Clause work on public holidays prescribed in Clause 42 - Public Holidays of this award as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.
- 33.19.3** Where an employee is rostered off on the day on which a public holiday falls, that employee will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.
- 33.19.4** Deleted
- 33.19.5** Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day. However, where part-time or casual employees receive the 20% loading for part-time or casual employment, as the case may be, in lieu of Annual Leave, Sick Leave and public holidays, all duty performed on such public holidays will be paid at ordinary rates.

33.20 Shift work

33.20.1 Employees other than Physical / Community Services employees Bands 3 to 8

This Clause does not apply to Community Services Officers, Recreation Centre Officers, or Hallkeepers whose ordinary hours are 38 per week, or to Library Employees whose ordinary hours of work are 35 per week, Monday to Saturday noon. However, this shiftwork Clause may be applied in circumstances where Hallkeepers and Library Employees referred to above agree to work their ordinary weekly hours inclusive of Saturday and/or Sunday work.

- 33.20.2** Employees working shift work will work in accordance with the following minimum provisions:

- ☐ A day shift starting at 7.00 a.m. or later no penalty.
- ☐ Afternoon shift finishing after 7.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday.
- ☐ Rotation of shifts.
- ☐ For shifts on a Saturday, a penalty of 50%, for shifts on a Sunday, a penalty of 100% and for shifts on a public holiday, a penalty of 150%.
- ☐ Unpaid meal breaks where the employee is allowed to leave the premises, or in the case of an employee to be at work for a full shift, a crib break of at least half an hour.
- ☐ All shift rosters for other than Monday to Friday work will be by agreement with the employee concerned.

33.20.3 The ordinary hours of duty of employee(s) working shift work will be:

- ☐ 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
- ☐ according to a roster agreed upon between the employee and/or the employees and the respondent provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week period or 152 in any consecutive four week period.

33.20.4 The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified by that roster for that day.

33.20.4(a) Should there be any change made to the rostered hours the employees concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given the employee working their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

33.20.4(b) The provision as to overtime payment appearing above will not apply where alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor.

33.20.5 Notwithstanding the provisions of this Clause, agreements to work shift work existing at the time of the coming into force of this provision may continue to operate.

33.20.6 An employee employed by a respondent prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the respondent with an acceptable reason as to why such

employee is not prepared to work shift work then the matter may be dealt with under the dispute settling procedure.

33.21 Deleted

33.22.1 Shift provisions

- 33.22.1(a)** An employee whose rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. will be paid a shift work loading of 2.5% of their classification each rostered period of duty.
- 33.22.1(b)** Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of their classification each rostered period of duty. Any employee permanently working such rostered hours i.e. a period in excess of four consecutive weeks, will be paid a shift loading of 5% of their classification each rostered period of duty.
- 33.22.1(c)** Provided where in the absence of agreement an employee who is changed from working one shift to working another shift of which the commencement time differs by four hours or more will be paid an additional amount of 4% of their classification for that occasion.
- 33.22.1(d)** Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.
- 33.22.1(e)** In the case of a junior working shift work the rate for calculation of shift allowance will be first year adult Child Care Worker.

34. OVERTIME (AND) WORK PERFORMED ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

34.1 Full-time employees

This Clause will apply to all employees other than those Senior Executive Officers specified in 34.6 - specific conditions of employment, employees covered by the special engagement and shiftwork, provisions of Clause 33 - Ordinary time Hours of Work, and those employees where it is customary for them to return to their place of employment on any day to perform a specific task which is outside their ordinary working hours. In this latter situation payment will be at the ordinary rate of pay if the time worked is one hour or less on each occasion.

34.1A Reasonable overtime

- 34.1A.1** Subject to Clause 34.1A.2, an Employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The Employer's requirement for an employee to work overtime must be reasonable.
- 34.1A.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 34.1A.2(a)** any risk to employee's health and safety;
 - 34.1A.2(b)** the employee's personal circumstances including any family responsibilities;
 - 34.1A.2(c)** the need of the workplace or enterprise;
 - 34.1A.2(d)** the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
 - 34.1A.2(e)** any other relevant matter.

34.2 Overtime: employees other than Physical / Community Services employees

The provisions of Clause 34.2 apply to all employees other than Physical / Community Services employees, excepting Senior Executive Officers, Community Services Officers and Recreation Centre Officers and is to be read in conjunction with Clause 34.7 hereof.

34.2.1 Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, in accordance with Clause 33 - Ordinary time Hours of Work, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that employees whose ordinary hours of work are prescribed by 33.4, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.

34.2.2 All time worked on a Saturday, other than by library employees who work a 35-hour week in accordance with the provisions of 33.9 of this award, will be overtime and will be paid for in accordance with 34.2.1 of this Clause with a minimum payment as for three hours worked.

34.2.2(a) Employees employed in a Municipal library who work a 35-hour week in accordance with the provisions of 33.9 of this award will, when they work after 12 noon on a Saturday, be paid at the rate of time and a half for the first two hours and double time thereafter.

34.2.3 All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.

34.2.4 All time worked on a public holiday as prescribed by Clause 42 - Public Holidays, will be overtime and, subject to 42.2 of that Clause, will be paid for with a minimum payment as for three hours work, at the following rate:

34.2.4(a) For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.

34.2.4(b) For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.

34.2.5 No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

34.2.6 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

34.2.6(a) An employee, other than an engineer, who is recalled to work overtime after leaving their place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to Clauses 34.7.1 or 34.7.2 hereof, in which case they shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This Clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.

34.2.6(b) Provided that where an employee is recalled to work in accordance with 34.7.1 and 34.7.2 of this Clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until they have had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

34.2.6(c) If such employee is instructed to resume or to continue work without having had such ten consecutive hours or eight consecutive hours off duty as the case may be, they will be paid at double ordinary rates until released from duty for such period and they will

then be entitled to be absent until they have had ten consecutive hours or eight consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.

34.2.7 As agreed between the parties, time off during working hours equivalent to one and a half times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the respondent. Provided further that, at the discretion of the respondent, such equivalent time off may be taken consecutively with a period of Annual Leave. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within four weeks of the overtime being worked

34.2.8 An employee who is required by management to attend an employer meeting and, who finishes duty later than midnight will be released from all further duty on the following morning and until their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty. Subject to 34.2.7, such an employee will be paid overtime for such duty in accordance with 34.2.1 to 34.2.4 of this Clause. Sub clause 34.2.6 of this Clause will apply to such other employee who is required to attend an Employer or Employer Committee meeting and who finishes duty before midnight.

34.2.9 Employees engaged in Community Services

No employee will perform overtime without the approval of the authorised officer or, the head of the Community Services department unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

34.2.10 Overtime will be paid at the following rates

Overtime performed in excess of, or outside the employee's ordinary hours of duty as prescribed by 33.13.1, 33.13.2 and 33.13.3 of Clause 33 - Ordinary time Hours of Work, will be payable at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday, and at the rate of double time and a half on public holidays.

34.2.11 Time off in lieu

As agreed between the parties time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime and will be taken at a mutually convenient time. Provided that at the discretion of the Employer such equivalent time off may accumulate and be taken either immediately before or after the end of the Annual Leave period or a public holiday. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within 6 months of the overtime being worked.

34.2.12 Employees engaged at Recreation Centres

- 34.2.12(a)** No employee will perform overtime without the approval of the authorised officer or such other employee nominated by the authorised officer, unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 34.2.12(b)** Overtime will be payable for all work performed in excess of or outside the ordinary hours of duty as defined above. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday.
- 34.2.12(c)** Provided that where it is customary for a recreation centre employee to return to the employer premises to perform a specific job outside the employee's normal working hours, such time will not be regarded as overtime when the actual time worked is less than one hour on each such occasion, but will be paid for at ordinary rates.

34.2.13 Time off in lieu

Provided that any respondent may, at the discretion of the Employer grant time off equivalent to 1.5 times the amount of time worked for part or all of work performed outside ordinary hours, and such time off may by agreement be added to an employee's annual leave entitlements. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within four weeks of the overtime being worked

34.3 Overtime –Physical / Community Services employees

The provisions of Clause 34.3 apply to all Physical / Community Services employees.

34.3.1 Except as otherwise provided by 34.7 of this award

- 34.3.1(a)** All work performed in excess of or outside the employee's ordinary hours of duty as prescribed by Clause 33 - Ordinary time Hours of Work, of this award will be payable at the rate of:

- ☐ 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.

Subject to 34.3.4(b) of this Clause, double time after Saturday noon:

- ☐ Double time all day Sunday.

- 34.3.1(b)** In computing overtime each day's work will stand alone.
- 34.3.1(c)** Penalty rates as defined by this sub clause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by Part A of Clause 33 - Ordinary time Hours of Work, of this award and for work performed outside this spread.
- 34.3.2** An employee other than a casual or part-time employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least three hours' work or be paid for three hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the day previous.
- 34.3.3** Where overtime is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- 34.3.3(a)** An employee (other than a casual or part-time employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this sub clause, be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- 34.3.3(b)** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they will be paid at double the ordinary rate until they are released from duty for such period, and they will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.3.3(c)** Where an employee is recalled to work in accordance with 34.3.4 of this Clause and such work does not exceed three hours, 34.3.3, 34.3.3(a) and 34.3.3(b) above, will not apply.
- 34.3.4** An employee (other than an employee specified in 15.5.1(b) of this award), called out to work overtime after leaving their place of employment on any day Monday to Friday (whether notified before or after leaving such place of employment) will be paid for a minimum of three hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time they are so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

34.3.4(a) An employee called out to work at any time on a Saturday will be paid as for a minimum of three hours' work for each time they are so called out. Payment will be made on the following bases:

34.3.4(a)(i) Where the employee actually works for two hours or less, at any time on such day, the payment will be as for a minimum of three hours work calculated at 1.5 times the ordinary rate.

34.3.4(a)(ii) Where the employee actually works for more than two hours the calculation will be as follows:

- ☐ Where all or part of the hours worked are before noon then those hours, to a maximum of two, will be paid for at 1.5 times the ordinary rate and the remainder of the hours worked, or the remainder of the three hour minimum payment whichever is the greater, will be paid for at double the ordinary rate.
- ☐ Where all those hours are worked after noon the minimum payment, or the actual hours worked, whichever is the greater, will be at double the ordinary rate.

34.3.4(b) An employee called out to work overtime on a Sunday or on a public holiday will be paid for a minimum of three hours' work calculated at the rates prescribed in this Clause and Clause 42 - Public Holidays for the first call-out and for the actual time worked at each subsequent call-out.

34.3.4(c) Provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job they were called out to perform is completed within a shorter period.

34.3.4(d) This sub clause will not apply in cases:

- ☐ where it is customary for the employee to return to their place of employment on any day to perform a specific job outside their ordinary working hours, or
- ☐ when the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working hours;

34.3.4(d)(i) And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in 34.3.1 of this Clause:

- when the overtime performed occurs during the period three hours before the employee's normal commencement time. In such circumstances payment will be at the appropriate rate for all time from the start of such overtime until the employee's normal commencement time.

34.3.4(e) Employees on weekly standby in accordance with 34.7.3(a) of this Clause who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.

34.3.4(f) Time worked in this manner will be regarded as continuous work and be paid as part of the first call out at the appropriate overtime rate.

34.3.5 All time outside the ordinary hours of duty that the employee is in attendance or waiting for the purposes of the employer, elsewhere than at their home, will be deemed to be overtime for which the employee will be entitled to be paid.

Provided that this sub clause will not be construed so as to include those employees who are required to live-in at an establishment other than their permanent home for the purposes of 15.5.1(b) of this award.

34.3.6 Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer will provide them with a conveyance to their home, or pay them at their current rate of wage for the time reasonably occupied in reaching their home.

34.3.7 For work done during meal hours and thereafter until a meal-break is allowed time-and-a-half rates will be paid. An employee will not be compelled to work for more than six hours without a recognised meal-break. Provided that, if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, the employee will be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.

34.3.8 As agreed between the parties, time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within 6 months of the overtime being worked.

34.3.9 Rest periods and Meal allowances on Overtime

- 34.3.9(a)** In this Clause the expression “rest period” means an unpaid period of not less than 20 minutes and not more than 60 minutes as directed by the employer.
- 34.3.9(b)(i)** Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose any entitlement to the meal allowance(s) specified.
- 34.3.9(b)(ii)** A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the same locality as their place of employment and can reasonably be expected to return home for meals.
- 34.3.9(b)(iii)** An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that they will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.
- 34.3.9(b)(iv)** An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that they will be required to work or on recall to day, shall be entitled to a rest period and meal allowance after four hours of continuous work, provided that the employee is required to work beyond the fourth hour.

After completion of each four continuous hours of such overtime calculated from the end of the previous meal entitlement, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid, provided that the employee is required to work beyond each respective fourth hour.

34.4 Deleted.

34.4.2 Rest period before recommencing work

- 34.4.2(a)** When overtime work including work on a rostered day off or work on a Sunday or holiday are necessary, it will wherever practicable be so arranged that an employee works not more than sixteen hours in any period of 24 consecutive hours.
- 34.4.2(b)** Subject to the exception referred to in 34.4.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work they will, subject to this sub clause, be released until they

have had eight consecutive hours off duty without loss of pay for their ordinary working time occurring during such absence.

- 34.4.2(c)** If on the instructions of their employer, such an employee resumes or continues work without having had such eight consecutive hours off duty they will be paid at the rate of double time until they will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for their ordinary working time occurring during such absence.

34.4.3 Overtime on Saturday

An employee required to work overtime on a Saturday will be afforded at least three hours' work or paid for three hours at time and a half except where such overtime is continuous with overtime or work commenced on the previous day or completed the following day. Provided that where work continues over two days the minimum payment will be for three hours at the appropriate rate.

34.4.4 Transport of employees

Where an employee after having worked overtime has to travel at a time when reasonable means of transport is not available their Employer will provide them with a conveyance to and / or from their home or pay them ordinary time for the time reasonably occupied in travelling to and / or from their home.

34.4.5 Reasonable overtime

- 34.4.5(a)** Subject to Clause 34.4.5(b) an Employer may require an employee to work reasonable overtime at overtime rates.

- 34.4.5(b)** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

- 34.4.5(c)** Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff / parent meetings or similar, or where the employee is requested in writing by the Employer to attend in-service training outside normal hours, in lieu

of receiving overtime payments such employee may take paid time off, subject to the following:

- 34.4.5(c)(i)** In lieu of receiving payment for overtime worked in accordance with this Clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between Employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.
- 34.4.5(c)(ii)** Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked.
- 34.4.5(c)(iii)** For the purpose of this Clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

34.5 Casual and Permanent Part-Time employees

- 34.5.1** Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by Clause 33 - Ordinary time Hours of Work of this award and for work performed outside this spread.
- 34.5.2** Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for the time worked only, with a minimum payment of one hour.
- 34.5.3** Where a casual or part-time employee (in receipt of payment of the loading in lieu of payment for annual leave, sick leave and public holidays), works outside the normal spread of hours as specified in Clause 33 - Ordinary time Hours of Work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

34.6 Senior Executive Officers

34.6.1 Specific conditions overtime and meetings

- 34.6.1(a)** The provisions of the overtime Clause of this award will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:

- 34.6.1(b)** Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for them in accordance with the hours of duty in Clause 33 - Ordinary time Hours of Work of this award, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing their annual salary to an hourly rate.
- 34.6.1(c)** By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 34.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's Annual Leave entitlement.
- 34.6.1(d)** Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside their ordinary hours of duty as fixed in accordance with Clause 33 - Ordinary time Hours of Work of this award, including such a meeting or meetings commencing during their ordinary hours and extending to a time more than one hour later than their ordinary hours, will not be entitled to overtime but they will be paid a fee for attendance at each such Employer and / or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:
- ☐ All Senior Executive Officers = \$67.15.
- 34.6.1(e)** For the purpose of 34.6.1(d), all Employer meetings and / or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.
- 34.6.1(f)** Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside their ordinary hours of duty will, if they finished duty later than midnight, be then released from all further duty on the following morning and until their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

34.7 On call; availability and stand by duty

34.7.1 On call duty employees other than Physical / Community Services employees

On call duty applies to designated employees other than Physical / Community Services employees covered by Bands 3 to 8 of this award, and means that the

designated employee, outside the normal spread of hours, will not proceed where they cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in Clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

34.7.2 Availability duty employees other than Physical / Community Services employees

34.7.2(a) Availability duty applies to designated employees other than Physical / Community Services employees covered by Bands 3 to 8 of this award, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where they cannot be contacted by telephone and where they having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in Clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

34.7.2(b) Sub clauses 34.7.1 and 34.7.2 will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the respondent's premises to perform a specific job outside their normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 34.7.1 of this Clause when the actual time worked is less than one hour on each such occasion.

34.7.2(c) Where an employee fails to comply with the provisions of this Clause, the availability or on-call allowance will not be payable.

34.7.2(d) Where an employee with the prior agreement of their Employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

34.7.3 Stand by duty – Physical / Community Services employees

34.7.3(a) Stand by duty applies to designated Physical Community Services employees covered by Bands 1 to 5 of this award, and provides that where an employee (other than Drainage Pump Attendant, Water Ganger, and Head Water Ganger) is required to stand by at home for seven consecutive days or not less than five days in any pay period for the purposes of their Employer, they will be paid an allowance equivalent to sixteen hours of ordinary pay per week.

Provided that stand-by at home will mean that the employee will not go where they cannot be contacted by telephone so that they can be in a position to take up duty within fifteen minutes.

- 34.7.3(b)** Where an employee, by agreement with the Employer, deputises for the employee on standby or is required to stand by for a period less than five days then that employee will be paid a daily allowance equivalent to:

Monday to Friday	2 hours per day
Saturday	4.5 hours per day
Sunday	6 hours per day

- 34.7.3(c)** Provided that where employees are engaged under the special engagement and shift work provisions of Clause 33 - Ordinary time Hours of Work, the method of pro rata payment of the allowance will be as follows:

The 5 consecutive rostered working day	2 hours per day
The first rest day	4.5 hours per day
The second rest day	6 hours per day

- 34.7.3(d)** Where an employee deputises, the sixteen hour allowance paid to the employee normally on stand-by will be reduced by the aforementioned amounts payable to the employee who deputises on stand-by.

- 34.7.3(e)** Where an employee fails to comply with the provisions of this Clause, the allowance will not be payable.

- 34.7.3(f)** The provisions of this Clause will not apply to those employees whose normal weekly rate as specified in Clause 22 - Classification and Minimum Rates of Pay of this award includes a stand-by allowance.

35. REST INTERVAL

35.1 Employees Bands 1 to 5 (Physical / Community Services) only

Every employee (other than a part-time or casual employee who is subject to the undermentioned proviso), will be allowed without deduction of pay, a break of twenty minutes per day to be taken during the first part of their working day. Provided that by agreement between the Employer and employee or employees, the break may be taken at another time or other times, but in not more than two separate periods.

Provided further that where a part-time or casual employee works before a recognised tea break and continues to work after such break, then that employee shall be entitled to such tea break.

35.2 Deleted.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

36. PARENTAL LEAVE

Subject to the terms of this Clause employees are entitled to Maternity, Paternity and Adoption Leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this Clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this Clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on Parental Leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this Clause.

36.1 Definitions

36.1.1 For the purposes of this Clause **child** means a child of the employee under eighteen years, or a person under eighteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

36.1.2 Subject to Clause 36.1.3 hereof, in this Clause, **spouse** includes a de facto or former spouse.

36.1.3 In relation to Clause 36.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

36.2 Basic entitlement

36.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken and for males, Paternity Leave may be taken. Adoption Leave may be taken in the case of adoption.

36.2.2 Subject to 36.5.6 hereof, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

36.2.2(a) for Maternity and Paternity Leave, an unbroken period of up to eight weeks at the time of the birth of the child;

36.2.2(b) for adoption leave, an unbroken period of up to eight weeks at the time of placement of the child.

36.3 Variation of Parental Leave

Where an employee takes leave under Clause 36.2.1 or 36.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of Parental Leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this Clause detracts from the basic entitlement in Clause 36.2 or the right to request in Clause 36.4.

36.4 Right to request

36.4.1 An employee entitled to parental leave pursuant to the provisions of Clause 36.2 may request the employer to allow the employee:

36.4.1(b) to extend the period of unpaid Parental Leave provided for in Clause 36.2.1 by a further continuous period of leave not exceeding 12 months;

36.4.1(c) to return from a period of Parental Leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

36.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under Clauses 36.4.1(b) and 36.4.1(c) must be recorded in writing.

36.4.4 Request to return to work part-time

Where an employee wishes to make a request under Clause 36.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from Parental Leave.

36.5 Maternity Leave

36.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:

36.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

36.5.1(b) of the date on which the employee proposes to commence Maternity Leave and the period of leave to be taken – at least four weeks.

36.5.2 When the employee gives notice under 36.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of Paternity Leave sought or taken by her spouse and that for the period of Maternity Leave she will not engage in any conduct inconsistent with her contract of employment.

36.5.3 An employee will not be in breach of this Clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

36.5.4 Subject to Clause 36.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth.

36.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

36.5.6 Special Maternity Leave

- 36.5.6(a)** Where the pregnancy of an employee not then on Maternity Leave ends within 28 weeks of the expected date of birth other than by the birth of a living child, then the employee may take unpaid Special Maternity Leave of such periods as a registered medical practitioner certifies as necessary.
- 36.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid Sick Leave to which they are entitled in lieu of, or in addition to, Special Maternity Leave.
- 36.5.6(c)** Where an employee not then on Maternity Leave suffers illness related to the pregnancy, they may take any paid Sick Leave to which they are then entitled and such further unpaid Special Maternity Leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of Special Maternity Leave and Parental Leave may not exceed 52 weeks.

36.5.7 Where leave is granted under Clause 36.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

36.6 Paternity Leave

36.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of Paternity Leave, with:

- 36.6.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 36.6.1(b)** written notification of the dates on which he proposes to start and finish the period of Paternity Leave; and
- 36.6.1(c)** except in relation to leave taken simultaneously with the child's mother under Clauses 36.2.2(a), 36.2.2(b) and 36.4.1(a), a statutory declaration stating:
 - 36.6.1(c)(i)** that he will take that period of Paternity Leave to become the primary care-giver of a child;
 - 36.6.1(c)(ii)** particulars of any period of Maternity Leave sought or taken by his spouse; and
 - 36.6.1(c)(iii)** that for the period of Paternity Leave he will not engage in any conduct inconsistent with his contract of employment.

36.6.2 The employee will not be in breach of Clause 36.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

36.7 Adoption Leave

36.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. An employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

36.7.2 Before commencing Adoption Leave, an employee will provide the employer with a statutory declaration stating:

36.7.2(a) the employee is seeking Adoption Leave to become the primary care-giver of the child;

36.7.2(b) particulars of any period of Adoption Leave sought or taken by the employee's spouse; and

36.7.2(c) that for the period of Adoption Leave the employee will not engage in any conduct inconsistent with their contract of employment.

36.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

36.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

36.7.5 An employee will not be in breach of this Clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

36.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

36.8 Parental Leave and other entitlements

An employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under Clause 36.4.

36.9 Transfer to a safe job

36.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if the employer deems it practicable, be transferred to a safe job until the commencement of Maternity Leave. The employee will receive the full rate of pay (for the position they were in before the transfer) for the hours worked.

36.9.2 Deleted

Note: If there is no appropriate safe job available, the employee is entitled to take paid no safe job leave for the risk period in accordance with the NES.

36.10 Returning to work after a period of Parental Leave

36.10.1 An employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

36.10.2 An employee will be entitled to the position which they held immediately before proceeding on Parental Leave. In the case of an employee transferred to a safe job pursuant to Clause 36.9, the employee will be entitled to return to the position they held immediately before such transfer.

36.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

36.10.4 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on Parental Leave.

36.10.5 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

36.11 Replacement employees

36.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.

36.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36.12 Communication during Parental Leave

36.12.1 Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

36.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave; and

36.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave.

36.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of Parental Leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 36.12.1.

36.13 Annual Leave – Parental Leave Part-Time employees

36.13.1 An employee working part-time under this Clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this Clause.

36.13.2 A full-time employee shall be paid for and take any Annual Leave accrued in respect of a period of part-time employment under this Clause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

36.14 Sick Leave – Parental Leave Part-Time employees

36.14.1 An employee working part-time under this Clause shall have Sick Leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

36.14.2 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this Clause, or while working full-time after transferring from part-time work under this Clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

37. CARER'S LEAVE

NB This Clause applies to all employees covered by this award.

37.1 Amount of paid Carer's Leave

37.1.1 An employee, other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3, or an employee engaged pursuant to 15.5.2(a) of this award, who is absent from duty on account of personal illness or personal injury by accident other than for which workers' compensation is payable, will be granted Sick Leave with pay on the following basis.

37.1.1(a) Employees Bands 1 to 5 (Physical / Community Services)

- ☐ one days leave for each month of employment in the first year of employment and three days Bereavement / Compassionate Leave for each occasion.
- ☐ twelve days leave in the second and subsequent years of employment and three days Bereavement / Compassionate Leave for each occasion.

37.1.1(b) Employees other than Physical / Community Services employees Bands 3 to 8 and Senior Executive Officers

- ☐ one days leave in the first month of employment and three days Bereavement / Compassionate Leave for each occasion.
- ☐ eleven days leave between the second and twelfth month of employment and three days Bereavement / Compassionate Leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such Sick Leave that has been paid to the employee in advance of an accrual at the rate of one day per month.
- ☐ twelve days leave in the second and subsequent years of employment and three days Bereavement / Compassionate Leave for each occasion.

37.1.1(c) Deleted

37.2 Immediate family or household

The entitlement to use Bereavement Leave / Compassionate Leave and Carer's Leave in accordance with this Clause is subject to:

37.2.1 the person being either:

- ☐ a member of the employee's immediate family; or
- ☐ a member of the employee's household

37.2.2 the term **immediate family** includes:

- ☐ a spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- ☐ a child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

37.3 Personal Sick Leave

NB: The provisions of this part of this Clause, are to be read in conjunction with Clause 39 - Sick Leave.

37.3.1 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

37.3.1(a) Employees Bands 1 to 8 and Senior Executive Officers

- ☐ Twelve days Sick Leave in the first and subsequent years of employment

37.3.1(b) Deleted.

37.3.2 Leave taken by an employee under 37.3.1 is deducted from the amount of Personal / Carer's Leave under 37.3.1.

37.3.3 An employee is entitled to use accumulated Sick Leave for personal sickness if the employee has already used:

- ☐ the current year's Sick Leave component of the Personal / Carer's Leave entitlement as personal Sick Leave; or
- ☐ the current year's aggregated Personal / Carer's Leave entitlement.

37.3.4 Sick leave entitlements which are untaken at the completion of the year will accumulate on the following scale:

- ☐ The balance of Personal / Carer's Leave provided that such remaining leave does not exceed the quantum of Sick Leave specified below, less any personal Sick Leave or Carer's Leave taken by the employee during the year:

37.3.4(a) Employees Bands 1 to 8 and Senior Executive Officers

- ☐ twelve days in the first and subsequent years of employment.

37.3.4(b) Deleted.

37.4 Bereavement / Compassionate Leave

37.4.1 An employee is entitled to three days Bereavement / Compassionate Leave, paid on each occasion, if a member of the employee's immediate family or household in Australia dies or is seriously ill.

37.4.2 Deleted

37.4.3 An employee is entitled to use accumulated sick leave as paid Bereavement Leave / Compassionate Leave up to three days, on each occasion when a member of the employee's immediate family or household dies or is seriously ill and the employee has already used the current year's Personal / Carer's Leave entitlement under 37.4.1.

37.4.4 An employee is entitled to use unpaid leave up to three days, on each occasion when a member of the employee's immediate family or household dies or is seriously ill if the employee has already used the current year's Personal /

Carer's leave entitlement under 37.4.1 and no accumulated Sick Leave is available.

37.4.5 Proof of death must be provided to the satisfaction of the employer if so requested.

37.5 Carer's Leave

37.5.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-Clause, any Sick Leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in Clause 15.2.4.

37.5.2 The entitlement to use Personal / Carer's Leave is subject to the employee being responsible for the care of the person concerned.

37.5.3(a) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

37.5.3(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

37.5.5 The employee must, where practicable, give the employer prior notice of their intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Each day or part of a day of Carer's Leave taken in accordance with 37.5.1 is to be deducted from the amount of Personal / Carer's Leave provided in 37.3.1 of this Clause.

37.6 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 37.5.3 and 37.5.5 are met.

37.7 Make-up time

An employee may elect, with the consent of the employer, to work **make up time** where the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided in this award.

37.8 Grievance process

In the event of a dispute arising out of any part of this Clause, the dispute will be processed in accordance with Clause 12 - Consultation and Dispute Resolution Procedures of this award.

38. LONG SERVICE LEAVE

Employees covered by this award will be entitled to long service leave in accordance with the provisions of the Long Service Leave Regulations made in respect of the requirements of the (Victorian) *Local Government Act 1989* or the (Victorian) *Water Act 1989* as appropriate.

39. SICK LEAVE

This Clause is to be read in conjunction with Clause 37 - Carer's Leave

39.1 Employees other than Physical / Community Services employees Bands 3 to 8 and Senior Executive Officers

39.1.1 An employee other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3 of this award, who is absent from duty on account of personal illness or personal injury through an accident other than for which workers' compensation is payable will be granted Sick Leave on the following basis:

39.1.1(a) On commencement of service with the respondent the employee will be granted a Sick Leave credit of one day of ordinary pay. On the first day of the second month of service the employee will be granted a Sick Leave credit of eleven days of ordinary pay.

39.1.1(b) On completion of one year's service and each year's service thereafter, further Sick Leave credits of twelve days on full pay will accrue without limitation.

39.1.1(c) Where an employee is absent due to personal illness or injury they will notify the respondent of such absence as soon as is possible, and where practicable within the first part of what would have been their normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the respondent during the ordinary hours of the

first part of such absence the employee will inform the respondent within 24 hours of the commencement of such absence.

39.1.1(d) Notwithstanding the foregoing provisions of this sub clause in the case of a temporary employee, such employee will be granted a Sick Leave credit of one day at ordinary pay for each month of completed service.

39.1.2 For each period of Sick Leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the respondent may require a medical certificate to be furnished with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner.

39.1.3 A public holiday observed during any period of Sick Leave of an employee will not be regarded as part of the Sick Leave.

39.1.4 Entitlement for Sick Leave due to an employee at the date of the making of this award will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

39.1.5 On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's absence on Long Service Leave, such medical evidence will be provided to the respondent at the earliest reasonable opportunity but no later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier. Reimbursement of annual leave is covered by Part A of this Agreement.

39.1.5(a) A respondent will:

- ☐ debit such periods of personal and serious incapacitating illness or injury against the employee's Sick Leave entitlement had the employee normally been required to work subject to the existence of sufficient Sick Leave credit, and
- ☐ grant such employee additional Long Service Leave equivalent to the period of personal and serious incapacitating illness or injury, such additional annual leave or Long Service Leave will be taken at a time mutually convenient to the employee and respondent.

Provided that notwithstanding the requirement for a medical certificate, this sub clause will not apply unless the employee notifies the respondent of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

39.1.6 Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

39.1.6(a) An employee's service between respondents is continuous (breaks of two months' or less will be deemed not to break continuity).

39.1.6(b) The employee at the time of engagement produces a certificate duly certified by the previous employing respondent certifying the amount of Sick Leave accumulated to their credit, and the date upon which the last entitlement was credited to them.

39.1.6(c) Where an employee's accumulated Sick Leave is less than twenty days, then the amount of Sick Leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve days credited to them in respect of any twelve month period.

39.2 Employees Bands 1 to 5 (Physical / Community Services)

39.2.1 An employee, other than a casual employee or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a) will be entitled to and will receive Sick Leave in cases where they are unable to perform their work by reason of illness or on account of injury by accident for which they are not entitled to workers' compensation.

39.2.2 An employee other than a casual employee, or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a), who is absent from work on account of personal illness or on account of injury by accident for which they are not entitled to workers' compensation will, on production (within 48 hours of the commencement of such absence) of evidence of their illness or injury satisfactory to the employer, be entitled to and will receive leave of absence of one ordinary day for each completed calendar month of service, without loss of pay.

Provided that the employee will notify the employer of such absence within the first part of what would have been their normal working day, where practical.

Provided further that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be

required upon request to provide a certificate of a duly qualified medical practitioner.

- 39.2.3** Notwithstanding the provisions of 39.2.2 hereof an employee with twelve months service or more will be entitled to have twelve ordinary days leave (pro rata for part-time) credited to the employee in respect of the ensuing year, without loss of pay.
- 39.2.4** Sick Leave not taken will accumulate without limit so that any balance of the period specified in 39.2.1 and 39.2.2 of this Clause which has in any one year not been allowed to an employee by an employer as paid Sick Leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, will be allowed by that employer in any subsequent year without reduction of the Sick Leave prescribed in respect of that year.
- 39.2.5** When an employee has their employment terminated, other than for misconduct or absence from work without reasonable excuse, and they are subsequently re-employed within a period of twelve months, the number of days of Sick Leave not taken with which they were credited prior to such termination of employment will, after their re-employment has continued for one month, again be placed to their credit.
- 39.2.6** Twenty days accumulated Sick Leave with respondents to this award will be transferable between respondents subject to the following conditions:
- 39.2.6(a)** An employee's service between respondents is continuous (breaks of two months or less will be deemed not to break continuity).
- 39.2.6(b)** The employee at the time of engagement produces a certificate duly certified by the previous employing respondent, certifying the amount of Sick Leave accumulated to their credit, and the date upon which the last entitlement was credited to the employee.
- 39.2.6(c)** Where an employee's accumulated Sick Leave is less than twenty days, then the amount of Sick Leave transferable will be that standing to their credit.

Provided that an employee will not be entitled to have more than twelve days credited to them in respect to any twelve month period.

39.3 Deleted

40. Jury Service

- 40.1** An employee required to attend for Jury Service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service

and the amount of wage they would have received in respect of ordinary time they would have worked had they not been on Jury Service.

- 40.2** An employee will notify their employer as soon as possible of the date upon which they are required to attend for Jury Service.
- 40.3** Further, the employee will give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service.

41. ANNUAL LEAVE AND LEAVE LOADING

This Clause applies to all employees except where otherwise specified

41.1 Period of Annual Leave

- 41.1.1** All employees (except those casual and permanent part-time employees who are in receipt of the loading for casual or permanent part-time employment, as the case may be, in lieu of payment for Annual Leave, Sick Leave and for public holidays, and those employees engaged under 15.5.1(a)(i) and 15.5.2(a), after completing twelve months' continuous service will be entitled to four weeks Annual Leave.

Note: An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the National Employment Standards.

- 41.1.2** Where payment is made by electronic funds transfer, payments in respect of Annual Leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of Annual Leave will continue to be made in advance.

41.2 Payment for period of leave

- 41.2.1** Each employee will in respect of that period to be paid their ordinary pay as if they had worked instead of taking leave.
- 41.2.2** Employees who are in receipt of the additional payments and allowances, on a regular basis, prescribed by 23.1.7(a); 23.1.7(b)(i); 23.1.7(b)(ii); 23.1.7(b)(iii); 23.1.8; 23.1.8(a), (where applicable), 33.21.6; and 23.1.7, will have these included in the payment for Annual Leave. In this case where the employee is not in receipt of the additional payment and/or allowance for a full year, the

additional payment and/or allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48 week period.

41.3 Annual Leave exclusive of Public Holidays

When a public holiday prescribed by this award falls within the period of an employee's Annual Leave that employee will be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the employer such days will be allowed and taken either immediately after the end of the Annual Leave period or at some later time.

41.4 Calculation of continuous service

For the purpose of this Clause the following absences:

41.4.1 absence without leave;

41.4.2 subject to 41.4.3 hereof, leave without pay granted upon the employee's request;

41.4.3 subject to 41.4.4 unpaid Sick Leave the total period of which in the one year of employment exceeds one month;

41.4.4 unpaid Sick Leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by an employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;

41.4.5 to the extent to which it exceeds 26 weeks in the one year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation;

- ☐ will delay by their period the completion of a year of continuous service but will not break the continuity of an employee's service. All other absences will be counted as part of an employee's continuous service.

41.5 Leave to be taken

41.5.1 Annual Leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.

41.5.2 Deleted

41.5.3 Subject to 41.7 of this Clause, payment will not be made or taken in lieu of Annual Leave.

41.6 Annual Leave loading

41.6.1 In addition to the payment prescribed in 41.1 hereof an employee will receive during a period of Annual Leave a loading of 17.5% as calculated on the relevant wage rates and where appropriate the allowances prescribed by 23.1.7(a), 23.1.7(b)(i), 23.1.7(b)(ii), 23.1.7(b)(iii), 23.1.7(c) 23.1.8 and 23.1.8(a) of this award, PROVIDED THAT the loading for employees other than Physical / Community Services employees shall be subject to a maximum payment equivalent to the Statistician's Average Weekly Earnings for the August quarter of the year preceding the year in which the leave falls due.

41.6.2 The annual leave loading prescribed in this sub clause may, at the discretion of the employer, be paid in any of the following ways:

- ☐ On the anniversary date of the employee;
- ☐ On the same date each year as may be determined by the respondent; or
- ☐ On the taking of the leave, whether in whole or in part.

41.6.3 Provided that the annual leave loading prescribed herein will apply only to the period of Annual Leave prescribed by 41.8.1 of this Clause and will not apply to any period of leave which by any other provision of this award is accumulated and taken consecutively with a period of Annual Leave.

41.7 Proportionate leave on termination

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid an Annual Leave allowance computed on a pro rata basis to the last completed week of continuous service as defined in 41.4. Such allowance will be calculated pursuant to 41.6 hereof provided that the allowance payable to an employee whose services are terminated for disciplinary reasons will not include the Annual Leave loading prescribed in 41.6.

41.7.1 The proviso in Clause 41.7 does not apply to employees employed as Physical / Community Services employees.

41.8 Annual close down

41.8.1 Employees Bands 1 to 5 (Physical / Community Services)

41.8.1(a) Notwithstanding anything contained in this award where an employer at its option decides to close down part or all of its establishment at the Christmas / New Year period for the purpose of giving the whole of the Annual Leave due to all or the majority of its employees then qualified for such leave, it will give at least two months' notice to its employees of its intention to do so.

41.8.1(b) Provided that where an employee has insufficient accrued annual leave they will be given the option of:

- ☐ taking Annual Leave in advance;
- ☐ taking leave without pay; or
- ☐ working during the period of close-down.

41.8.2 Deleted.

41.9 Shiftworkers for the purposes of the NES

(a) For the purpose of s.87(1)(b) of the Fair Work Act, a **shiftworker** is an employee:

(i) who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and

(ii) who is regularly rostered to work on Sundays and public holidays.

(b) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a shiftworker.

41.10 Deleted

42. PUBLIC HOLIDAYS

42.1 All employees except those casual and permanent part-time employees who are in receipt of a loading in lieu of payment for Annual Leave, Sick Leave and public holidays, and employees engaged under 15.5.1(a) and 15.5.2(a) of this award will be entitled to the following public holidays without deduction of day; viz:

- ☐ New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

42.1.1 The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day or Labour Day: and

42.1.2 One other day to be specified according to State, Territory or locality on some other basis:

- ☐ For employees employed in the metropolitan area: Melbourne Cup Day.
- ☐ For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.

- 42.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 42.2.1** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- 42.2.2** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 42.2.3** Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.
- 42.3** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 42.1 and 42.2 above, those days will constitute additional holidays for the purpose of this award.
- 42.4** Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this Clause.
- 42.5 Deleted**
- 42.6** An employee (other than Community Services Officers, Recreation Centre Officers and those employed under the requirements of 15.5.1(a) and 15.5.2(a) , who are required to work on a public holiday as defined in this Clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times either before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day they will be paid at 2.5 times their ordinary prescribed rate for all time worked: and such payment will be in addition to their normal wages for the day.
- 42.7** If a public holiday as set out in 42.1 and 42.2 of this Clause occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that satisfactory evidence of such sickness is furnished to the employer by or on behalf of such employee. This sub clause will not apply during a period of unpaid Sick Leave.
- 42.8** Should an employee be rostered off on a day on which a public holiday falls, they will be entitled to an equivalent time off in one period without loss of pay not later than three months after the entitlement accrued, and where practicable during the week following.
- 42.9 Community Services Officers**
- 42.9.1** Subject to the provisions of 42.9.2 and 42.9.3 of this sub clause Community Services Officers will be entitled to all public holidays as prescribed in this Clause without loss of pay.

42.9.2 An employee who works on a public holiday as part of their ordinary working hours [as prescribed in 42.1 of this Clause] will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs

42.9.3 A Community Services Officer who is rostered off on a public holiday will be entitled to another day off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs.

42.9.4 Deleted

42.10 Recreation Centre Officers

Subject to 42.5 above, employee(s) will be entitled to all public holidays as prescribed in this Clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

42.11 Deleted.

PART 8 – TRAINING AND RELATED MATTERS

43. TRAINING

43.1 The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

43.1.1 Accordingly the parties commit themselves to:

- ☐ developing a more highly skilled and flexible workforce;
- ☐ providing employees with career opportunities through appropriate training to acquire additional skills; and
- ☐ removing barriers to the utilisation of skills required.

43.2 Following consultation, in accordance with the consultative mechanism and dispute settling procedures Clause of this award, or through the establishment of a training committee, the respondent will develop a training program consistent with:

- ☐ the current and future skill needs of the authority;
- ☐ the size, structure and nature of the operations of the authority;
- ☐ the need to develop vocational skills relevant to the authority and the local government industry
- ☐ industry through courses conducted by accredited educational institutions and providers.

43.3 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- ☐ formulation of a training program and availability of training courses and career opportunities to employees;
- ☐ dissemination of information on the training program and availability of career opportunities to employees;
- ☐ the recommendation of individual employees for training;
- ☐ monitoring and advising of management and employees on the ongoing effectiveness of the training.

- 43.4** Where as a result of consultation, in accordance with the consultative mechanism and dispute settling procedures Clause of this award, or through the training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to 43.2 above, should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold paid Training Leave.
- 43.5** Where training or education is undertaken outside of working hours an employer, at their discretion, may grant:
- ☐ time off in lieu for attendance at classes associated with the course of study;
 - ☐ time off without loss of pay for attendance at study schools;
 - ☐ time off without loss of pay for studying prior to examination.
- 43.6** Any costs associated with standard fees for courses approved by the respondent and prescribed text books (excluding those textbooks which are available in the respondent's library), incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 43.7** Travel costs incurred by an employee undertaking training in accordance with this Clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

44. SUPPORTED WAGE SYSTEMS

- 44.1** This Clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement / award. In the context of this Clause, the following definitions will apply:
- 44.1.1 Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 44.1.2 Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the Supported Wage System.
- 44.1.3 Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

44.1.4 Assessment Instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

44.2 Eligibility criteria

44.2.1 Employees covered by this Clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement / award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

44.2.2 This Clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement / award relating to the rehabilitation of employees who are injured in the course of their employment.

44.2.3 This Clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

44.3 Supported wage rates

44.3.1 Employees to whom this Clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award / agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (44.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

44.3.2 Provided that the minimum amount payable shall be not less than \$120 per week.

44.3.3 * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

44.4 Assessment of capacity

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

44.4.1 The employer, in consultation with the employee or a representative nominated by the employee;

44.4.2 The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

44.5 Lodgement of assessment instrument

44.5.1 All assessment instruments under the conditions of this Clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Fair Work Commission.

44.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment.

44.6 Review of assessment

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

44.7 Other terms and conditions of employment

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

44.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this Clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

44.9 Trial period

- 44.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 44.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 44.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$120 per week.
- 44.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- 44.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 44.4 hereof.

APPENDIX A – CLASSIFICATION DEFINITIONS

NOTE:

- (a)** All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b)** Physical / Community Services employees are defined by Bands 1 to 5 of Part A of this Appendix.
- (c)** Employees other than Physical / Community Services employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d)** **Deleted**
- (e)** Senior Executive Officers are defined by Part B of this Appendix.

PART A - EMPLOYEES - BANDS 1 TO 8

1. EMPLOYEE - BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and Extent of Authority

- ☐ An employee in this Band performs broad tasks involving the utilisation of a range of basic skills
- ☐ An employee in this Band performs broad tasks involving the utilisation of a range of basic skills.
- ☐ Works under routine supervision either individually or in a team environment.
- ☐ Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
- ☐ Is responsible for the quality of their work.
- ☐ Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors / trainers.

1.2 Judgement and Decision Making

Work activities are routine and clearly defined. The tasks to be performed 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 task.

1.3 Specialist Knowledge and Skills

Indicative but not exclusive of the skills required of an employee in this Band are:

- ☐ Safe and competent operation of light mechanical plant.
- ☐ Safe and competent driving of vehicles up to 4.5 tonne GCM.
- ☐ The undertaking of semi-skilled work.
- ☐ Assistance to skilled employees.
- ☐ Basic horticultural maintenance not requiring any advanced botanical knowledge.
- ☐ Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- ☐ Food and Beverage Attendant.
- ☐ Kitchen Assistant.

1.4 Inter-personal skills

Position in this Band may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

1.5 Qualifications and Experience

An employee in this Band will have commenced on-the-job training which may include an induction course. Indicative but not exclusive of the qualifications required in this Band are the following:

- 1.5.1** Basic construction and maintenance work.
- 1.5.2** Introduction to basic horticulture.
- 1.5.3** Communication skills including radio procedures.
- 1.5.4** Recreation Centre maintenance.
- 1.5.5** Basic concreting and bitumen work.

Or relevant experience / on-the-job training commensurate with the requirements of the work in this Band.

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and Extent of Authority

- ☐ An employee in this Band performs broad tasks involving utilisation of developed skills.
- ☐ Works in a team environment or works individually under routine supervision.
- ☐ Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- ☐ May assist others in the supervision of work of the same or lower band.
- ☐ Is responsible for assuring the quality of work performed.
- ☐ Employees in this Band may provide on-the-job training based on their skill and experience.

2.2 Judgement and Decision Making

2.2.1 In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.

2.2.2 Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

2.3 Specialist Knowledge and Skills

Indicative but not exclusive of the skills required of an employee in this Band are:

- ☐ Safe and competent operation of medium mechanical plant.
- ☐ Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- ☐ Safe and competent handling and use of explosives.
- ☐ Concrete work, e.g. Floater.
- ☐ Pipelaying to line and grade from a plan.
- ☐ Control of a store.
- ☐ Estimating and ordering materials.
- ☐ Capable of working to a plan.
- ☐ Basic Administrative / Professional skills.
- ☐ Assist in the operation of a Water / Waste Water Treatment Plant.
- ☐ Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- ☐ Environmental / Household Maintenance and provision of Personal Assistance to service users including inter personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- ☐ Cashier / Pool Attendant.

- ☐ Cook (non-trades).
- ☐ Implement an early childhood programme under direct supervision.

2.4 Inter-personal skills

Positions in this Band require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

2.5 Qualifications and experience

As a minimum an employee in this Band will have satisfactorily completed the requirements of Band 1 or equivalent. Indicative but not exclusive of the qualifications required in this Band are the following:

- 2.5.1** Licence or certification in explosives handling.
- 2.5.2** Advanced construction and maintenance.
- 2.5.3** Basic VDU operation.
- 2.5.4** Advanced horticultural course.
- 2.5.5** Communication skills including radio operation.
- 2.5.6** Inventory control.

Or relevant experience / on-the-job training commensurate with the requirements of work in this Band.

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and Extent of Authority

3.1.1 Physical / Community Services employees

- 3.1.1(a)** Employees perform work under general supervision.
- 3.1.1(b)** Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- 3.1.1(c)** Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 3.1.1(d)** Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

3.1.2 Employees other than Physical / Community Services employees

- 3.1.2(a)** These positions are essentially doing jobs and are often the providers of information and support to clients and / or to more senior employees.
- 3.1.2(b)** The work is performed within specific guidelines and under general supervision.
- 3.1.2(c)** The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d)** Outcomes of work are readily observable.
- 3.1.2(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

3.2 Judgement and Decision Making

3.2.1 Physical / Community Services employees

- 3.2.1(a)** These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- 3.2.1(b)** The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

3.2.2 Employees other than Physical / Community Services Employees

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

3.3 Specialised Knowledge and Skills

3.3.1 Physical / Community Services employees

- 3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaption.
- 3.3.1(b)** Indicative but not exclusive of the skills required of an employee in this Band include:
 - ☐ Understanding and application of quality control techniques.

- ☐ Performance of trades and non-trade tasks incidental to the work.
- ☐ Provision of trade guidance and assistance as part of a work team.
- ☐ Provision of formal training programmes in conjunction with supervisors and trainers.
- ☐ Supervisory skills.
- ☐ Safe and competent operation of Heavy Mechanical Plant.
- ☐ Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).
- ☐ Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- ☐ Cook.

3.3.2 Employees other than Physical / Community Services employees

3.3.2(a) These positions require proficiency in the application of standardised procedures, practices and / or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

3.3.2(b) An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

3.4 Management Skills

3.4.1 Physical / Community Services employees

3.4.1(a) Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

3.4.1(b) Employees in this Band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this Band must also have a basic knowledge of personnel practices.

3.4.2 Employees other than Physical / Community Services employees

3.4.2(a) These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

3.4.2(b) Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative / Professional matters.

3.5 Interpersonal Skills

3.5.1 Physical / Community Services employees

Positions in this Band require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

3.5.2 Employees other than Physical / Community Services employees

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

3.6 Qualifications and Experience

3.6.1 Physical / Community Services employees

3.6.1(a) An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

3.6.1(a)(i) Trade Certificate or equivalent.

3.6.1(a)(ii) Completion of TAFE accredited / industry based training courses.

Or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

3.6.2 Employees other than Physical / Community Services employees

3.6.2(a) The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

3.6.2(b)(i) Deleted.

3.6.2(b)(ii) knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

4. EMPLOYEE - BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and Extent of Authority

4.1.1 Physical / Community Services employees

- 4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

4.1.2 Employees other than Physical / Community Services employees

- 4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and / or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.
- 4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.
- 4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

4.2 Judgement and Decision Making

4.2.1 Physical / Community Services employees

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.1(b)** For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.1(c)** Guidance and counsel are always available within the time available to make a choice.

4.2.2 Employees other than Physical / Community Services employees

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

4.3 Specialist Knowledge and Skills

4.3.1 Physical / Community Services employees

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an employee in this Band include:
 - ☐ Highly skilled horticultural work.
 - ☐ Safe and competent operation of Very Heavy Mechanical Plant.

4.3.2 Employees other than Physical / Community Services employees

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

4.4 Management Skills

4.4.1 Physical / Community Services employees

- 4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- 4.4.1(b)** All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- 4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

4.4.2 Employees other than Physical / Community Services employees

- 4.4.2(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.
- 4.4.2(b)** All positions necessitate skills in managing time and planning and organising one’s own work.

4.5 Inter-personal Skills

4.5.1 Physical / Community Services employees

- 4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.
- 4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

4.5.2 Employees other than Physical / Community Services employees

- 4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.
- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

4.6 Qualifications and Experience

4.6.1 Physical / Community Services employees

An employee in this Band will have satisfactorily completed the requirements of Band 3 or equivalent as well as a minimum of a Post-Trades Certificate (e.g. special class trades) or equivalent and / or will have in addition have completed a TAFE Certificate course or equivalent.

4.6.2 Employees other than Physical / Community Services employees

4.6.2(a) The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.

4.6.2(b) Typically they would be gained through completion of a Post-Trade Certificate or other post secondary qualification below Diploma or Degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

5. EMPLOYEE - BAND 5

A position at this level has the following characteristics:

5.1 Accountability and Extent of Authority

5.1.1 Physical / Community Services employees

5.1.1(a) Positions in this Band may supervise resources and / or give support to more senior employees.

In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

5.1.1(b) Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

5.1.1(c) Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

5.1.2 Employees other than Physical / Community Services employees

5.1.2(a) Positions in this Band may supervise resources, other employees or groups of employees and / or provide advice to or regulate clients and/or give support to more senior employees.

5.1.2(b) In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

5.1.2(c) In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.

In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

5.2 Judgement and Decision Making

5.2.1 Physical / Community Services employees

5.2.1(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

5.2.1(b) However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

5.2.1(c) Guidance and counsel may be available within the time available to make a choice.

5.2.2 Employees other than Physical / Community Services employees

5.2.2(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

5.2.2(b) The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.

5.2.2(c) Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

5.2.2(d) Guidance and advice would usually be available within the time required to make a choice.

5.3 Specialist Knowledge and Skills

5.3.1 Physical / Community Services employees

- 5.3.1(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b)** Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d)** Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

5.3.2 Employees other than Physical / Community Services employees

- 5.3.2(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c)** Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management Skills

5.4.1 Physical / Community Services employees

- 5.4.1(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

5.4.1(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.4.2 Employees other than Physical / Community Services employees

5.4.2(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

5.4.2(b) Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.5 Interpersonal Skills

5.5.1 Physical / Community Services employees

5.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees.

5.5.1(b) Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

5.5.2 Employees other than Physical / Community Services employees

5.5.2(a) These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.

5.5.2(b) Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

5.6 Qualifications and Experience

5.6.1 Physical / Community Services employees

5.6.1(a) The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or Associate Diploma alone.

5.6.1(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

5.6.2 Employees other than Physical / Community Services employees

5.6.2(a) The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.

5.6.2(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

6. EMPLOYEE - BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and Extent of Authority

6.1.1 Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.

6.1.2 In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

6.1.3 In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.

6.1.4 Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.

6.1.5 Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

6.1.6 Deleted.

6.2 Judgement and Decision Making

The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

6.3 Specialist Knowledge and Skills

6.3.1 Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.

6.3.2 All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.

6.3.3 Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

6.4 Management Skills

6.4.1 These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

6.4.2 Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.

6.5 Interpersonal Skills

6.5.1 These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.

6.5.2 All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

6.6 Qualifications and Experience

- 6.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 6.6.2** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

7. EMPLOYEE - BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and Extent of Authority

- 7.1.1** Positions in this Band may manage resources and / or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- 7.1.3** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5** All positions in this Band would have an input into policy development within their area of expertise and / or management.
- 7.1.6 Deleted.**

7.2 Judgement and Decision Making

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.

- 7.2.2** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

7.3 Specialist Knowledge and Skills

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
- 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
- 7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

7.4 Management Skills

- 7.4.1** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
- 7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

7.5 Interpersonal Skills

- 7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
- 7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

7.6 Qualifications and Experience

- 7.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 7.6.2** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

8. EMPLOYEE - BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and Extent of Authority

- 8.1.1** Positions in this Band may manage resources and / or regulatory or specialist units and / or develop and interpret policy.
- 8.1.2** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.
- 8.1.3** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and / or the community.

8.2 Judgement and Decision Making

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options

before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.

8.3 Specialist Knowledge and Skills

- 8.3.1** These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
- 8.3.2** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.
- 8.3.3** A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

8.4 Management Skills

- 8.4.1** Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.
- 8.4.2** Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

8.5 Interpersonal Skills

Positions require the ability to persuade, convince or negotiate with clients, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other employees.

8.6 Qualifications and Experience

- 8.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through a Degree course and experience in the field of the employee's specialist expertise alone.
- 8.6.2** Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.
- 8.6.3** Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

PART B – SENIOR EXECUTIVE OFFICER

9. SENIOR EXECUTIVE OFFICER

Senior Executive Officers are as defined in 22.6 of this award.

PART C

1. RELATIONSHIP TO AGREEMENT

Subject to the terms and conditions of employment contained in this Agreement, the terms of Part A shall apply to the extent of any inconsistency between parts A and B.

2. TITLE OF SCHEDULE

This Part C shall be titled the **NURSES (ANMF - VICTORIAN LOCAL GOVERNMENT) AWARD 2015**

3. INCIDENCE AND APPLICATION

This award shall be binding upon the Australian Nursing & Midwifery Federation (ANMF) and its members or persons eligible to be members and shall be binding upon the **City of Greater Dandenong** employed in the State of Victoria.

4. DEFINITIONS

[Varied by [PR571150](#)]

4.1 In this award, unless the contrary intention appears:

Act means the *Fair Work Act 2009*

AHPRA means the Australian Health Practitioner Regulation Agency

basic training means training for registration as a Registered nurse

Commission means the Fair Work Commission

experience means full-time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Registered Nurse (Division 1) by the NMBA. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:

Part 1—an employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further 12 months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed. This requirement applies to years 2, 3 and 4 under Appendix E of the Agreement. For clarity, this means that a casual or part-time Nurse who works an average of 24 hours per

week or less in any year will need to work an additional 12 months before progressing to the next year level under this Agreement; and

Part 2—where an employee has not been regularly employed as a registered nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account

Immunisation nurse means a Registered Nurse (Division 1) on the Register of Practitioners of AHPRA who is engaged in or in connection with any immunisation work requiring an immunisation qualification

Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire

[Definition of Maternal and child health nurse substituted by PR571150 ppc 20Jul15]

Maternal and Child Health Nurse means an employee who is both a Registered Nurse (Division 1) and Midwife on the Register of Practitioners of AHPRA, who is engaged in maternal and child health work (however described) within a local government council/shire, and has attained the following additional qualification:

A post graduate degree/diploma, or equivalent, in Maternal and Child Health Nursing

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

NMBA means the Nursing and Midwifery Board of Australia

standard rate means the rate defined in clause 14—Minimum weekly wages

uniform means such apparel as may be required by the employer

Victorian Referral means the *Fair Work (Commonwealth Powers) Act 2009* (Vic) and any legislation that amends, repeals or replaces that legislation

- 4.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

5 Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6 The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award. Clause 6 does not apply to any minimum conditions in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

7 Award flexibility

- 7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- a) arrangements for when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and
 - e) leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 7.3 The agreement between the employer and the individual employee must:
- a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The agreement between the employer and the individual employee must also:
- a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b) state each term of this award that the employer and the individual employee have agreed to vary;
 - c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:

- a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Consultation and Dispute Resolution

8 Consultation

8.1 Consultation regarding major workplace change

a) Employer to notify

- i. Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- ii. **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

b) Employer to discuss change

- i. The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1a) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- ii. The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1a).
- iii. For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.2 Consultation about changes to rosters or hours of work

- a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b) The employer must:
 - i. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - ii. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - iii. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

8.3 Clause 8 does not apply to consultations about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

9 Dispute resolution

- 9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 9.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform

work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

- 9.7 Clause 9 does not apply to disputes about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

Employer and Employees' Duties, Employment Relationship and Related Arrangements

10 Types of employment

10.1 Employment categories

Employees under this award will be employed in one of the following categories:

- a) full-time;
- b) part-time; or
- c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 19.1 of this award.

10.3 Part-time employment

- a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- c) The terms of the agreement may be varied by agreement and recorded in writing.
- d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

10.4 Casual employment

- a) A casual employee is an employee engaged as such on an hourly basis.
- b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- c) A casual employee will be paid a minimum of two hours pay for each engagement.

- d) A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

11 Redundancy

11.1 Redundancy pay is provided for in the NES.

11.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties 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 and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

11.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

11.4 Job search entitlement

- a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
 - c) This entitlement applies instead of clause 12.3.
- 11.5 Clause 11 does not apply in relation to redundancies in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

12 Termination of employment

12.1 Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

12.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

Wages and Related Matters

13 Classifications

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 14:

- a) Maternal and child health nurse;
- b) Immunisation nurse.
- c) Maternal and Child Health Nurse Coordinator.

13.2 Where a Nurse is appointed with both maternal and child health and immunisation qualifications and is required to take charge of immunisation sessions and other duties such as relieving maternal and child health nurse, the nurse shall be classified as a Maternal child and health nurse and paid at the relevant year of experience.

13.3 Where a nurse is appointed to undertake immunisation duties, the nurse shall be classified as an Immunisation nurse and paid at the relevant year of experience.

13.4 Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a Maternal and child health nurse coordinator and paid at the relevant rate of pay contained in this Award.

14 Minimum weekly wages

[Varied by [PR579949](#), [PR592234](#), [PR606457](#)]

14.1 Minimum wages

[14.1 varied by [PR579949](#), [PR592234](#), [PR606457](#) ppc 01Jul18]

Classification	\$ per week
Maternal and child health nurse	
1st year of experience	1,293.30
2nd year of experience	1,320.00
Immunisation nurse	
1st year of experience	1,195.50
2nd year of experience	1,215.60

Classification	\$ per week
Maternal and Child Health Nurse Coordinator	1,415.20
<u>standard rate (for allowance purposes only)</u>	953.00

- 14.2 Progression for all classifications shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience (as defined in clause 4 of Part C) over such period.

15 Payment of wages

- 15.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 15.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 15.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

16 Higher duties

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

17 Allowances

[Varied by [PR571150](#), [PR579587](#), [PR592385](#), [PR606607](#)]

17.1 Adjustment of expense related allowances

- a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

17.2 On call allowance

- a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is

entitled to receive the following additional amounts for each 24 hour period or part thereof:

- i. between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;
 - ii. between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or
 - iii. between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.
- b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

17.3 Travelling, transport and fares

- a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.3b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

17.4 Clothing and equipment

- a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- b) Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

17.5 Meal allowances

[17.5(a) varied by PR579587, PR592385, PR606607 ppc 01Jul18]

- a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:

- i. when required to work overtime beyond one hour after the usual finishing hour of work, or in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[17.5(a)(ii) varied by [PR579587](#), [PR592385](#), [PR606607](#) ppc 01Jul18]

- ii. provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 will be paid.
- b) Clause 17.5a) will not apply when an employee could reasonably return home for a meal within the meal break.
- c) On request the meal allowance will be paid on the same day as overtime is worked.

17.6 Higher qualifications allowance

- a) In addition to the weekly salaries (pro rata for part-time, casual and relieving employees) a Registered Nurse (Division 1) who holds a Hospital Certificate/Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate	4% of the <u>standard rate</u>
Post Graduate Diploma or	6.5% of the <u>standard rate</u>
Masters or Doctorate	7.5% of the <u>standard rate</u>

- b) A nurse may only claim payment for one allowance, being the highest qualification held.
- c) The above allowance shall be paid during all periods of leave.

17.7 Shift allowance

[17.7(a) varied by [PR571150](#) ppc 20Jul15]

- a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.

[17.7(b) varied by [PR571150](#) ppc 20Jul15]

- b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- d) For the purposes of this clause:
 - i. **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - ii. **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

[17.7(e) varied by PR571150 ppc 20Jul15]

- e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 28—Public holidays applies.

18 Superannuation

18.1 Superannuation legislation

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

18.3 Voluntary employee contributions

- a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- c) The employer must pay the amount authorised under subclauses 18.3a) or b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3a) or b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3a) or b) to one of the following superannuation funds or its successor:

- a) First State Super;
- b) Health Employees Superannuation Trust of Australia (HESTA);

- c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- d) a superannuation fund or scheme which the employee is a defined benefit member of.

18.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3a) or b):

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - i. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - ii. the employee remains employed by the employer.

Hours of Work, Breaks, Overtime, Shift Work, Weekend Work

19 Ordinary hours of work

- 19.1 The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 19.2 The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 19.3 An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.
- 19.4 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.
- 19.5 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

20 Rest breaks between rostered work

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

21 Accumulation and taking of accrued days off (ADOs)

- 21.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 19—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- 21.3 An employee will be paid for any accumulated ADOs, at minimum rates, on the termination of their employment for any reason.

22 Rostering

- 22.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 22.2 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days' before the commencement of the roster period.
- 22.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 22.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

23 Saturday and Sunday work

- 23.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their minimum rate of pay for the hours worked during this period.
- 23.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their minimum rate of pay for the hours worked during this period.

24 Overtime

24.1 Overtime penalty rates

- a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 19—Ordinary hours of work, are to be paid as follows:
 - i. Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - ii. Sunday—double time; and
 - iii. Public holidays—double time and a half.

- b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 17.7—Shift allowance.
- c) Part-time employees
- d) All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 24.1.

24.2 Time off instead of payment for overtime

- a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

24.3 Rest period after overtime

- a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

24.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

24.5 Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate.

24.6 Recall to work when not on call

- a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

- c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

25 Summer time

25.1 Notwithstanding anything contained elsewhere in this award, whereby reason of legislation Summer time is prescribed as being in advance of the standard time, the length of any shift:

- a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer time period; and
- b) commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

25.2 In this clause **standard time** and **Summer time** shall bear the same meaning as are prescribed by legislation and **legislation** shall mean the *Summer Time Act 1972*, as amended or substituted.

Leave of absence and public holidays

26 Annual leave

[Varied by [PR571150](#)]

Annual leave is provided for in the NES. This clause contains additional provisions.

26.1 Quantum of annual leave

- a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
 - i. is regularly rostered over seven days of the week; and
 - ii. regularly works on weekends.
- c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 26.1b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 26.1b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

26.2 Quantum of annual leave

- a) Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.
- b) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

26.3 Payment for annual leave

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

26.4 Annual leave loading

[26.4(a) varied by PR571150 ppc 20Jul15]

- a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay on a maximum of 152 hours/four weeks annual leave per annum.

[26.4(b) varied by PR571150 ppc 20Jul15]

- b) Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:
 - i. an annual leave loading of 17.5% of ordinary pay; or
 - ii. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

26.5 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

26.6 Christmas closedown

In addition to the annual leave prescribed by this award, where a maternal and child health care centre is not open on the days during the period between Christmas Day and New Year's Day an employee is entitled to be absent from the centre on such days without deduction of pay.

27 Personal/carer's leave and compassionate leave

27.1 Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.

27.2 Amounts of paid personal/carer's leave

An employee is entitled to the following amount of paid personal/carer's leave:

- a) up to 121 hours and 36 minutes annually in the first year of service (inclusive of the employee's NES entitlement);
- b) up to 136 hours and 48 minutes in each year in the second, third and fourth years of service (inclusive of the employee's NES entitlement);

- c) up to 190 hours in the fifth and following years of service (inclusive of the employee's NES entitlement).

27.3 Compassionate leave entitlement

- a) An employee is entitled to four days' of paid compassionate leave per occasion.
- b) Each day or part of a day used under this sub-clause is deducted from the amount of personal/carer's leave after the first two days of absence.

28 Public holidays

[Varied by PR571150]

28.1 Public holidays are provided for in the NES. This clause contains additional provisions.

28.2 Payment for work done on public holidays

[28.2(a) varied by PR571150 ppc 20Jul15]

- a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.

[28.2(b) varied by PR571150 ppc 20Jul15]

- b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 28.2a).

28.3 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

28.4 Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

28.5 Accrued days off on public holidays

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

28.6 Additional leave days by mutual agreement

[28.6(a) varied by PR571150 ppc 20Jul15]

- a) In lieu of being paid double time under clause 28.2a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.

[28.6(b) varied by PR571150 ppc 20Jul15]

- b) Payment for any days taken as leave, accrued in accordance with clause 28.5 shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- c) The taking of any additional days accrued as leave in accordance with clause 28.5 shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- d) Any untaken additional days accrued as leave in accordance with clause 28.5 shall be paid out to the employee upon termination of employment.
- e) Provided that any additional days accrued as leave in accordance with clause 28.5 shall not be considered annual or personal/carer's leave for any purpose.

29 Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the employer.

30 Accident pay

The conditions under which an employee qualifies for accident pay is as prescribed below:

- 30.1 An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic).
- 30.2 **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic) and the employee's appropriate 38 hour award rate; or in the case of a part-time employee, the pro rata award rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award or pro rata rate for that period.
- 30.3 An employer will pay or cause to be paid accident pay as defined in clause 30.2, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.
- 30.4 The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 30.5 In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the employer to pay accident pay will cease from the date of such redemption.
- 30.6 Notwithstanding the provisions of this clause:
 - a) the liability to pay accident pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 39 weeks whichever is the lesser period.

- b) where an employee has given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.

EXECUTED as an Agreement this 17 day of April, 2023.
Signed for and on behalf of) City of Greater Dandenong
GREATER DANDENONG CITY) 225 Lonsdale Street
COUNCIL) Dandenong Vic 3175

Name:

Jacqui Weatherill
Chief Executive Officer
City of Greater Dandenong

Title:

Signature

Date: 17/4/2023

Signed for and on behalf of) Victorian and Tasmanian Authorities &
THE AUSTRALIAN SERVICES UNION) Services Branch
) 116 Queensbury Street
) Carlton Vic 3053

Name: Tash Wark

Title: Deputy Branch Secretary

Signature:

Date: 18/04/2023

Signed for and on behalf of) Professionals Australia
PROFESSIONALS AUSTRALIA) 152 Miller Street
) West Melbourne Vic 3003

Name: Scott Crawford

Title: Director - Victoria

Signature:

Date: 18 April 2023

Signed for and on behalf of) Australian Nursing & Midwifery
THE AUSTRALIAN NURSING AND) Federation
MIDWIFERY FEDERATION) Victorian Branch
) 535 Elizabeth Street
) Melbourne Vic 3000

Name: Lisa Fitzpatrick

Title: Secretary

Signature:

Date: 18 April 2023