



# DECISION

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

**Yarra Ranges Shire Council T/A Yarra Ranges Council**  
(AG2021/7989)

## **YARRA RANGES COUNCIL (CONSOLIDATED) ENTERPRISE AGREEMENT 2021**

Local government administration

DEPUTY PRESIDENT YOUNG

MELBOURNE, 1 DECEMBER 2021

*Application for approval of the Yarra Ranges Council (Consolidated) Enterprise Agreement 2021*

[1] Yarra Ranges Shire Council T/A Yarra Ranges Council (the Employer) has made an application for approval of an enterprise agreement known as the *Yarra Ranges Council (Consolidated) Enterprise Agreement 2021* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has requested that the Commission exercise the discretion available to it under s 586(a) of the Act to allow a correction or amendment to the proposed Agreement. The correction involves an amendment to the title clause at clause 1.1 of the Agreement. The Employer submits that clause 1.1 of the Agreement incorrectly refers to the Agreement as the *Yarra Ranges Shire Council Enterprise Agreement 2019*, however should read *Yarra Ranges Council (Consolidated) Enterprise Agreement 2021*. This is consistent with the front page of the Agreement and the NERR provided to employees which refer to the Agreement as the *Yarra Ranges Council (Consolidated) Enterprise Agreement 2021*.

[3] I am satisfied that it is appropriate for the Commission to exercise the discretion available to it to correct the Agreement in the manner proposed on the basis that the correction is administrative in nature only, and simply to ensure the Agreement accurately reflects what was agreed to and approved by the parties and the employees who voted to approve the Agreement.

[4] The Employer has provided a revised copy of the Agreement that contains the amended correction. It will now be published on the Commission's website in place of the copy that was submitted to the Commission at the time the application was made.

[5] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any

employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[6] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[7] Pursuant to s 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[8] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[9] The Australian Nursing and Midwifery Federation and the Australian Municipal, Administrative, Clerical and Services Union, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by these organisations, I note that the Agreement covers these organisations.

[10] The Agreement was approved on 1 December 2021 and, in accordance with s 54, will operate from 8 December 2021. The nominal expiry date of the Agreement is 30 September 2024.



DEPUTY PRESIDENT

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Annexure A

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IN THE FAIR WORK COMMISSION

FWC Matter No. AG2021/7989

Section 185 Application by Yarra Ranges Shire Council T/A Yarra Ranges Council –  
Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Tamara Rose, Chief Executive Officer, have the authority given to me by Yarra Ranges Council (YRC) to give the following undertakings with respect to the *Yarra Ranges Council (Consolidated) Enterprise Agreement 2021* ("the Agreement"):

1. Any deduction of monies payable to an employee on termination (for example, section 7.2(a)(ii)(2), or schedule 5 clause 12.2, etc.) will not operate such as to allow deductions from accrued but unused National Employment Standards (NES) entitlements.
2. To the extent of any inconsistency between clause 4.2(e)(ii) onwards, and section 66B of the Act, both which deal with casual conversion, the NES provisions of the Act will prevail.
3. Section 7.4 (g) (iv) of the Agreement provides that an employee has the right to request an unpaid extension to a period of parental leave. Consistent with the NES provisions of the Act, YRC agrees to implement this provision in a way that allows employees to provide 4 weeks' notice of such intention.
4. Where a cash-out of annual leave is agreed between Council and an employee, pursuant to section 7.14 of the Agreement, the employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that has been foregone.
5. To the extent of any inconsistency between section 104 the Act ("the NES provisions), sections 4.2(e) and 7.8 of the Agreement, all of which provide employees with compassionate leave, the NES provisions and definitions will prevail.
6. Where an employee is entitled to a redundancy payment under section 4.7 of the Agreement, any amount calculated in accordance with this Agreement must equal at least the amount the employee would be entitled to under the NES. To the extent that section 4.7(m) of the Agreement says otherwise, it is of no effect.
7. The term "illness" in sections 7.3(d)(iv) and (v) of the Agreement should be interpreted as "illness or injury".
8. For the purpose of correctly determining the NES provisions, for all employees except Nurses (where this issue is dealt with in a Schedule to the Agreement),

ABN 21 973 226 012  
Yarra Ranges Shire Council

YRC accepts the definition of a shiftworker provided by *Victorian Local Government Award 2015* ("Local Government Award") which provides that a shiftworker is a 7 day shiftworker who is regularly rostered to work ordinary hours on Sundays and public holidays.

9. Where a junior employee is employed pursuant to the Agreement, that employee will be paid the greater of: the amount calculated in accordance with the Agreement; or the amount to which they are entitled according to the Local Government Award.
10. The definition of "*Senior Executive Officer*" provided at section 9.5 of the Agreement shall be interpreted in such a way that the salary paid to that Senior Executive Officer exceeds the rate paid to a band 8D employee by at least \$1 per annum.
11. Where there is a conflict between clauses 4.2(d), 6.1(y)(iv)(5) and 6.1(aa)(10) of the Agreement and clause 6.1(y)(iv)(1) of the Agreement, the provisions of clause 6.1(y)(iv)(1) shall prevail.
12. Any annualised salary agreement of the type contemplated by section 8.1(b)(vi) of the Agreement must result in the employee being paid at least the amount they would be entitled to under this Agreement if the annualised salary agreement were not in place.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Yours faithfully



**Tammi Rose**  
*Chief Executive Officer*

26 November 2021



# Yarra Ranges Council (Consolidated) Enterprise Agreement 2021

Note - the model consultation and flexibility terms are taken to be terms of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

**Released Friday 17 September 2021  
(for voting period opening Tuesday 28 September 2021)**

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# 1 APPLICATION AND OPERATION

## 1.1 Title

This Agreement shall be known as the Yarra Ranges Council (Consolidated) Enterprise Agreement 2021.

## 1.2 Purpose of the Agreement

Yarra Ranges Council sees this Agreement as an important part of becoming a high performing, gender equitable and inclusive organisation. It has been formulated through an extensive and cooperative consultation process that has seen the organisational values enacted throughout. The Agreement serves to enhance our working conditions, career opportunities, job satisfaction and embed innovation and excellence in everything we do.

## 1.3 Definitions

<b>Act</b>	the Fair Work Act or any successor Act
<b>Award</b>	means the Victorian Local Authorities Award 2001 and The Nurses (ANF Victorian Local Government) Award 2002.
<b>Continuous Service</b>	Continuous service will have the meaning ascribed in the Act. It does not include any of the following absences: <ul style="list-style-type: none"><li>• Absence without leave;</li><li>• Leave without pay granted upon the employee's request;</li><li>• Unpaid sick leave the total period of which in the one year of employment exceeds one month;</li><li>• 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;</li></ul>

	The exceptions above will delay by their period (duration) 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.
<b>Enterprise Agreement</b>	means an Agreement lodged with Fair Work Commission.
<b>Child Care Worker</b>	means an employee whose classification is defined by Bands 2 - 7 of this Agreement.
<b>Commission</b>	means the Fair Work Commission.
<b>Council</b>	means the Yarra Ranges Shire Council.
<b>Director</b>	means a second level manager who reports directly to the Chief Executive Officer (CEO) and who is responsible for one of the Directorates of the Council.
<b>Employee</b>	means any person employed by the Council but excludes employees who are covered by the Early Education Employees Agreement 2016 (or its successor), the Chief Executive Officer (CEO).
<b>Employees other than Physical/Community Services Employees</b>	means an employee whose classification is defined by Bands 3 to 8 of Section <a href="#">10</a> - Definitions of the 8 Band Classification Structure
<b>Employees who are Physical /Community Services Employee</b>	means an employee whose classification is defined by Bands 1 to 5 of Section <a href="#">10</a> - Definitions of the 8 Band Classification Structure
<b>Employer</b>	means Yarra Ranges Council (YRC).
<b>GCM (Gross Combination Mass)</b>	means the total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.

<p><b>Normal All Purpose Rate of Pay</b></p>	<p>means the annual, monthly, fortnightly or weekly salary or wage specified in the Agreement, together with the supplementary payment and the Industry Allowance (where applicable) specified in this Agreement, together with any over award payment that forms part of the regular weekly, fortnightly or monthly salary or wage and any non salary benefits which are included in an employee's annualised salary package agreement at the value attributed to such benefits which are granted to an employee as a condition of employment, or as a result of an agreement between the Council and the employee which forms part of the normal annual, monthly, fortnightly or weekly salary, together with any allowance payable to an employee pursuant to this agreement.</p>
<p><b>Recreation Centre</b></p>	<p>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.</p>
<p><b>Senior Executive Officer</b></p>	<p>See section <a href="#">9.5</a></p>
<p><b>Senior Officer</b></p>	<p>Senior Officer means an employee who is employed under a Senior Officer contract. Senior Officers occupy a position which either: attracts a salary which exceeds a nominated threshold; or an employee with management responsibilities who reports to the Chief Executive Officer or a Director. At the time this agreement was created, the term had been repealed from the Local Government Act 1989 (Vic) with effect from 1 July 2021. Senior Officers are excluded from this Agreement.</p>

<b>Union</b>	means The Australian Municipal, Administrative, Clerical and Services Union; the Association of Professional Engineers, Scientists and Managers (Trading as Professionals Australia); and the Australian Nursing and Midwifery Federation.
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## 1.4 Parties Bound

This Agreement shall be binding on:

- 1.4 (a) The Australian Municipal, Administrative, Clerical and Services Union; the Association of Professional Engineers, Scientists and Managers Australia (Trading as Professional Australia); the Australian Nursing and Midwifery Federation.
- 1.4 (b) Yarra Ranges Shire Council.
- 1.4 (c) All employees of Yarra Ranges Council, except for:
  - (1) Senior Officers (as defined in section [1.3](#)); and
  - (2) Employees who are covered by another Enterprise Agreement (for example, Early Education Employees Agreement 2016, or its successor).

## 1.5 Date and Period of Operation

This Agreement shall operate from the date it is approved by Fair Work Commission and shall remain in force until 30 September 2024.

## 1.6 Interpretation of Agreement

- 1.6 (a) An employee commencing their employment with the employer after the date on which this Agreement comes into operation shall be employed in accordance with the terms of this Agreement.
- 1.6 (b) The terms and conditions of this Agreement shall be incorporated into the conditions of employees bound by this Agreement.

- 1.6 (c) This Agreement supersedes in its entirety the Yarra Ranges Shire Council Enterprise Agreement 2019.
- 1.6 (d) This agreement follows a consultative process of consolidating what was Parts B<sup>1</sup> and C<sup>2</sup> of the 2019 Agreement, into one more user-friendly document. That consolidation process intended to re-order and seamlessly integrate the three parts without enhancing or detracting from the well-established terms and conditions of employment.
- 1.6 (e) Where a drafting error causes a confusion in the interpretation of a provision, the parties agree to interpret that provision with the assistance of and according to the meaning contained in the 2019 Agreement.
- 1.6 (f) The exception to [1.6 \(e\)](#) is where that provision was expressly varied throughout the 2021 Agreement-making process. Those provisions include:

Section #	Description
<a href="#">1.4 (c)(1)</a>	Senior Officers (as defined) no longer covered by this Agreement
<a href="#">4.3</a>	Appointment of staff on a temporary basis
<a href="#">5.1</a>	Quantum and timing of pay increases
<a href="#">5.9</a>	Flexibility at YRC – guiding principles
<a href="#">5.10</a>	Flexibility at YRC – the detail
<a href="#">7.4</a>	Unpaid parental leave
<a href="#">7.5</a>	Paid parental leave
<a href="#">7.6</a>	Gender Transition Leave
<a href="#">7.13</a>	Leave Management
<a href="#">7.14</a>	Cash out of Excess Annual Leave
<a href="#">8.5</a>	Schedule of terms and conditions of employment unique to Nurses

<sup>1</sup> The former Victorian Local Authorities Award 2001. For ease of identification, some of the significant sections of that Award that have been maintained by this Agreement are shown in this Agreement as blue text.

<sup>2</sup> The former Nurses (ANF Victorian Local Government) Award 2002

- 1.6 (g) The parties further acknowledge that having integrated the former pre-reform Awards into this Agreement by re-ordering the provisions, that Agreement will be further enhanced by modernising and re-wording (in Plain-English) those provisions. The parties therefore commit to do so during the life of this Agreement, again, without enhancing or omitting the terms and conditions of employment that they express.

## **1.7 Workplace Consultative Committee**

- 1.7 (a) The Workplace Consultative Committee will continue to oversee the implementation of the Agreement. This committee is committed to cooperatively and positively increasing employee participation, and therefore the efficiency and productivity of the Council, and to enhance the training, career opportunities and job security of employees within the Council.
- 1.7 (b) A Workplace Consultative Committee will continue for the purposes of joint consultation between management, nominated workplace union delegates and other employee representatives. The Committee will meet regularly to deal with strategic Industrial Relations matters affecting staff, which will include and not be limited to:
- Workplace Relations Issues
  - Learning and Development
  - Organisational Resourcing
  - Introduction of Change
  - Climate Surveys
  - Productivity Improvements
  - Efficiency Gains
  - Organisational Competitiveness
  - Best Value
  - Implementation of the Enterprise Agreement;
  - Policy Review prior to endorsement;
  - Review of Agency Staff; and
  - Diversity, inclusion and gender equity, including monitoring the progress of Council's Gender Equality Action Plan (GEAP).

- 1.7 (c) Operational matters will continue to be referred to the appropriate Work Teams.
- 1.7 (d) The Workplace Consultative Committee will comprise equal numbers of management and staff representatives:
  - 1.7 (d) (i) Six (6) nominated management representatives;
  - 1.7 (d) (ii) Six (6) nominated Workplace Union Delegates; and
  - 1.7 (d) (iii) Other employee representatives.
- 1.7 (e) Council will aim to ensure that members of the Workplace Consultative Committee reflect the diversity of the workforce, including representation of women, men and gender diverse people where possible.

## 2 WORKPLACE COMPLIANCE

### 2.1 Equal Opportunity

- 2.1 (a) The employer, employees and their nominated representatives strive to create a workplace where opportunity is equal for women, men and gender non-binary people.
- 2.1 (b) The employer is committed to implementing strategies which promote, encourage and facilitate the achievement of gender equality, including:
- (1) Equity of access to recruitment and promotion opportunities, flexible working arrangements and working arrangements supporting family or caring responsibilities
  - (2) Equal remuneration for work of equal or comparable value
  - (3) Freedom from sexual harassment and bullying in the workplace
- 2.1 (c) The employer recognises that gender inequality may be compounded by other forms of disadvantage or discrimination that a person may experience on the basis of Aboriginality, age, disability, ethnicity, gender identity, race, religion, sexual orientation.
- 2.1 (d) The employer will act in accordance with obligations under:
- (1) the Equal Opportunity Act 2010 (Vic)
  - (2) the Gender Equality Act 2020 (Vic)
  - (3) the Local Government Act 2020 (Vic)
  - (4) the Victorian Charter of Human Rights and Responsibilities

### 2.2 Occupational Health and Safety

The employer, employees and their nominated representatives to this Agreement are committed to continuing to ensure best practice in Occupational Health and Safety through:

- 2.2 (a) taking all practicable steps to provide and maintain a working environment that is safe and without risks to health;

- 2.2 (b) compliance with the Occupational Health and Safety Act 2004 and relevant regulations and Codes of Practice as amended from time to time;
- 2.2 (c) a system of consultation consistent with the provisions of the Act which involves employees and Health and Safety Representatives in matters such as workplace and job design, car parking and selection of plant, equipment and substances with the aim of eliminating or reducing hazards at their source;
- 2.2 (d) compliance with the [Occupational Health and Safety Act 2004](#) – Part 7 Representation of Employees, Division 8 Resolution of Health & Safety Issues, as amended from time to time with the aim of ensuring that the Health and Safety issues are resolved effectively as they arise;
- 2.2 (e) integration of the principles of occupational health and safety into training programs to maximise employee contributions to the identification, assessment and control of hazards (and prevention of bullying and harassment);
- 2.2 (f) a commitment to effective rehabilitation of injured workers; and
- 2.2 (g) reduction of stress in the workplace.

Specific and agreed mechanisms, including policies, will be developed to meet these objectives.

### 3 OBJECTIVES AND RELATED PROVISIONS

#### 3.1 Performance and Development Process

- 3.1 (a) The employer, employees and their nominated representatives agree that each employee will undertake the Council's Performance and Development Process (PDP). The PDP is the system used to review an employee's performance and manage employee development at Yarra Ranges Shire Council.
- 3.1 (b) The employer, employees and their nominated representatives agree that the PDP provides a valuable opportunity for employees and managers to have open discussion about an employee's performance and development. It also works to identify development needs and to maximise employee potential.
- 3.1 (c) The PDP will include:
- 3.1 (c) (i) Review of the Position Description
  - 3.1 (c) (ii) Assessment of achievement against identified Core Accountabilities and Competencies
  - 3.1 (c) (iii) Assessment of identified Technical Skills and Knowledge required for the role
  - 3.1 (c) (iv) Review and continuing development of Learning and Development Plans
- 3.1 (d) **Annual Review**
- 3.1 (d) (i) **Employees bands 1 to 8 only**
    - (1) **An annual review will be undertaken by the employer for all full-time and part-time employees.**
    - (2) **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.**

(3) 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 Section [10](#) - Definitions of the 8 Band Classification Structure;
- Reference to the relevant dispute settling procedures if necessary;
- Access by the employee concerned to any formal review documentation upon request.

(4) 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:

- 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;
- The meeting of established performance objectives as determined in accordance with any Staff Development Scheme;
- Satisfactory service over the preceding twelve months.

(5) 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.

- (6) 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.

3.1 (d) (ii) Child care workers only

- (1) Progression

Progression from one level to the next within a classification is subject to the Child Care Worker meeting the following criteria:

- Competency at the existing level;
- Twelve months experience at that level and in-service training as required;
- Demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

- (2) Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, their incremental progression may be deferred for periods of three months at a time provided that:

- The employee is notified in writing as to the reasons for the deferral;
- The employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- Following any deferral, the employee is provided with the necessary training in order to advance to the next level.

- (3) Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under [3.1 \(d\) \(ii\)\(1\)](#), any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

- (4) Incremental progression to the next pay point level may be accelerated if:

- An employee has achieved competency at their existing level;
- Has demonstrated an ability to acquire the skills necessary to progress

to the next pay point prior to the completion of twelve months at their existing level.

- (5) Either the employer or the employee may seek to implement accelerated advancement.

## 3.2 Training and Development

3.2 (a) The employer is strongly committed to providing learning and development opportunities to all staff in order for them to undertake both present and future job requirements and to provide them with general professional development. Learning and development can be formal and informal comprising a range of options including workshops, coaching, mentoring, secondments, job rotation and project participation. Council ensures that its learning and development programs are of the highest quality and embraces the Australian Qualifications Training Framework where it is deemed appropriate.

3.2 (b) A Learning and Development Plan will be agreed with every employee and reviewed annually as part of the PDP.

3.2 (c) The employer is equally committed to providing learning and development opportunities to women, men and gender diverse employees across all classification levels, employment types and working arrangements, in order for them to undertake both present and future job requirements and to provide them with general professional development.

3.2 (d) The employer undertakes to ensure that an amount equivalent to at least 2% of its annual salary and wages expenditure will be spent on staff training and development programs.

### 3.2 (e) Staff Development Scheme

3.2 (e) (i) 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.

3.2 (e) (ii) 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.

3.2 (f) Training

3.2 (f) (i) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

3.2 (f) (ii) 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.

3.2 (f) (iii) Following consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this Agreement, or through the establishment of a training committee, the council 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.

3.2 (f) (iv) Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives, including diverse gender representation where possible, 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.

3.2 (f) (v) Where as a result of consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this Agreement, or through the training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to [3.2 \(f\) \(iii\)](#) 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.

3.2 (f) (vi) 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.

3.2 (f) (vii) Any costs associated with standard fees for courses approved by the council and prescribed text books (excluding those textbooks which are available in the council'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.

- 3.2 (f) (viii) 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.

### **3.3 Study Assistance**

- 3.3 (a) The employer shall provide training and development resources to enable employees to meet the requirement of their current positions and to assist them to develop their potential for future roles.
- 3.3 (b) Assistance for study at external training is confined to the following:
- Time in lieu;
  - Work cover while at the course;
  - Time off without loss of pay;
  - Assistance with legitimate course fees and textbooks;
  - Any other agreed arrangement.
- 3.3 (c) The amount of fee reimbursement shall be 50% and up to a ceiling of \$3,000 per annum. The amount of time off from work shall not exceed 4 hours per week or 160 hours per annum.

### **3.4 Consultation - Introduction to Change**

- 3.4 (a) Where Council has determined a proposal to:
- introduce a major change to the Council's production, organisation, structure, technology, physical environment that is likely to have significant effect on employees; or
  - proposes to introduce a change to the regular roster or ordinary hours of work of employees;

Council will:

- (1) assess the gendered impact of the proposed change; and
- (2) notify and consult with the employees who may be affected by the proposed changes, relevant Unions that are a party to this agreement, and/or their nominated representative.

- 3.4 (b) Where major changes to work, service provision and Council programs are to occur, which impact on staffing levels or staff conditions, consultation with staff, unions and employee nominated representatives will be undertaken as soon as practicable.
- 3.4 (c) “Significant effects” include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, employee conditions of work; 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; changes to the legal or operational structure of the employer or business; changes in technology, outsourcing or physical environment.
- 3.4 (d) Following the consultation, the responsible manager will notify in writing to the employee(s) who may be affected by the proposed changes, and the Workplace Consultative Committee.
- 3.4 (e) The manager responsible will also discuss with the employee(s) affected, unions, and/or their nominated representative, and/or the Workplace Consultative Committee:
- the introduction of the change
  - the effects the changes are likely to have on employees; and
  - measures the employer is taking to avert or mitigate the adverse effect of the change on employees.
- 3.4 (f) The employer will provide in writing to the employees concerned, and the Workplace Consultative Committee, all relevant information about the changes including the nature of the changes proposed, information about the expected effects of the changes on employees and any other matters likely to affect the employees.
- 3.4 (g) The employer will give prompt and genuine consideration to matters raised about any proposed major change by the relevant employees, their nominated representative and /or the Workplace Consultative Committee.

- 3.4 (h) In relation to any proposed change to employees' regular roster or ordinary hours of work, the employer will ensure that as part of the consultation process it:
- provides information to the employees about change;
  - invites the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - considers any views given by the employee about the impact of the change.
- 3.4 (i) Employees are entitled to be represented for the purposes of consultation in this clause.

### **3.5 Union Delegate Rights**

- 3.5 (a) Workplace Union Delegates shall be entitled to up to 10 days paid leave over 2 years to attend trade union training courses and conferences.
- 3.5 (b) The Employer shall recognise all appointed/elected Workplace Union Delegates upon notification by the Unions party to this Agreement. The Workplace Union Delegate shall be permitted sufficient time during working hours to interview employees and the Employer on matters affecting employees they are eligible to represent.
- 3.5 (c) The Union Representative shall have the right to approach or be approached by an employee to discuss any matter related to the employees' employment at any time during working hours, subject to operational requirements.
- 3.5 (d) The Union Representative shall be permitted access to the Employer's telephone, facsimile, and e-mail facilities and the Employer shall make available a lockable cabinet to keep union records.
- 3.5 (e) Workplace Union Delegates will be given the opportunity to introduce themselves at induction sessions for new employees. Workplace Union Delegates will also be given a list of new starters.

- 3.5 (f) In addition, Workplace Union Delegates will be allowed reasonable time off site on Union business conferences, meetings and training without loss of ordinary pay by prior agreement with the employer.
- 3.5 (g) This agreement will not be unreasonably withheld.
- 3.5 (h) The Employer will provide access to a notice board for the use of the Workplace Union Delegate or representative of the State Secretary of the Union and a link on the intranet to union sites.

### **3.6 Union Meetings**

Union meetings authorised and requested by a duly accredited union official, and approved by the employer, may be held during working time provided the Unions give appropriate written notice to the employer, including the estimated duration of such meeting. It is agreed between the parties that some Union meetings will need to be held outside the normal hours of operation. Employees will be paid to attend all approved meetings including those held outside normal hours of operations.

### **3.7 Induction Program for New Employees**

The employer shall provide all new employees with the opportunity to participate in an induction program and will provide time for Workplace Union Representatives to address inductees and provide them with relevant information.

### **3.8 Transfer of Business**

- 3.8 (a) Where the business of Council (in whole or in part) is transferred from Council ('the transferor') to another employer ('the transferee') and an employee who at the time of such transfer was an employee of the transferor becomes an employee of the transferee:
- The continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer; and
  - The period of employment which the employee has had with the transferor or any prior transferor will be deemed to be service of the employee with the transferee; and
  - The employee's entitlements to annual, sick and long service leave shall be transferred to the transferee and

- Council will require the transferee to make offers of employment on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Council immediately before the termination.

3.8 (b) The provisions of clauses [4.6](#) and [4.7](#) of this Agreement are not applicable where a business is before or after the date of this Agreement, 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:

3.8 (b) (i) 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

3.8 (b) (ii) Where the employee rejects an offer of employment with the transmittee:

(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

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

3.8 (c) For the avoidance of doubt, clauses [4.6](#) and [4.7](#) of this Agreement will continue to apply to any employee who does not receive an offer of employment from a transferee as part of a Transfer (or who does not receive an offer which recognises the period of continuous service, which the employee had with the transferor and any prior transferor, to be continuous service of the employee with the transferee).

### **3.9 Best Value**

- 3.9 (a) The employer will adhere to and implement all relevant legislative provisions relating to Best Value. 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.
- 3.9 (b) All staff will participate in the Best Value process. This will include opportunities to be involved in developing the Council Plan, Annual Plan and individual Work Team plans affecting their work group, including the review of processes and procedures affecting their service area.
- 3.9 (c) Each Work Team 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 staff in the affected Work Team.
- 3.9 (d) The Workplace Consultative Committee will be consulted on all Best Value reviews before commencement of the review.

### **3.10 Prevention and Settlement of Disputes**

- 3.10 (a) Should a grievance or claim arise between the employer and any employee in respect to a matter arising under this agreement; or the National Employment Standards including matters relating to flexible working arrangements for parents or extensions to unpaid Parental Leave or any other matter, the employer, employees and their nominated representatives shall confer in good faith with a view to resolving the matter by conciliation in accordance with the following procedure:
  - 3.10 (a) (i) Should any matter occur which gives cause for concern to an employee, they shall raise such matter with their immediate supervisor or an appropriate officer.

- 3.10 (a) (ii) If not settled to their satisfaction within 48 hours, the employee concerned shall draw such matter to the attention of the employee's nominated representative which may be a union nominated representative. Such person shall submit the matter to the relevant manager.
- 3.10 (a) (iii) If still not satisfactorily settled within a further 48 hours, then the employee and their nominated representative may submit the matter to the Chief Executive Officer or their nominee responsible for workplace relations matters.
- 3.10 (a) (iv) Where a matter of policy is concerned, the matter may be referred by the Chief Executive Officer or nominee to the next meeting of the Workplace Consultative Committee.
- 3.10 (a) (v) If not settled within seven (7) days the matter may be further discussed between the employee and/or nominated representative and the appropriate representative of Council.
- 3.10 (a) (vi) If the above procedure does not resolve the matter(s) in dispute the employer, employees and their nominated representatives shall, jointly or individually, refer the matter to the Fair Work Commission.
- 3.10 (b) Fair Work Commission may deal with the dispute in 2 stages:
- 3.10 (b) (i) The Fair Work Commission (FWC) will first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation; and
- 3.10 (b) (ii) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- (1) Arbitrate the dispute; and
  - (2) Make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

- 3.10 (c) A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 3.10 (d) While the parties are trying to resolve the dispute using the procedures in this term:
- 3.10 (d) (i) 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
- 3.10 (d) (ii) 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:
- (1) the work is not safe; or
  - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (3) the work is not appropriate for the employee to perform; or
  - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 3.10 (d) (iii) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 3.10 (e) Agreed Independent Conciliator/Arbitrator
- 3.10 (e) (i) Disputes, grievances or issues concerning role statements and classifications, failure to promote or select (internal applicants only), employee discipline or performance management of an employee will be dealt with in accordance with the following:

- (1) After exhausting the internal settlement process as set out in this Agreement and where no resolution has been achieved, grievances/disputes may be referred to a Grievance Appeals Committee, to be chaired by an independent conciliator/ arbitrator. The Committee will be made up of three delegates including a management representative, an employee nominated representative and the agreed independent conciliator/arbitrator as the chairperson.
- (2) All determinations of the Committee will be in writing and will include reasons for the determinations. Determinations will be binding on all parties and be made available within ten days of the Committee's decision.

3.10 (f) A dispute about a systemic gender equality issue may be dealt with in accordance with this section, except that either the employee or the employer may refer the dispute to the Public Sector Gender Equality Commissioner (Commissioner) to deal with once internal steps have been exhausted, before or as an alternative to, other external dispute resolution options such as the FWC.

### **3.11 Position Description**

3.11 (a) The employer will continue to provide a position description for all positions, accurately reflecting the current key responsibilities of the position. Any proposed alterations to the position description will be discussed with the employee. At the time of the employee's Performance and Development Review, Management in consultation with the employee, will review the position description.

3.11 (b) Where agreement cannot be reached on a position description reflecting the required key responsibilities, the matter will be determined by reference to the Dispute Settling Procedure contained in this Agreement.

3.11 (c) 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.

3.11 (d) The position description will be reviewed by the employer in consultation with the employee concerned at least annually.

### **3.12 Employees aged over 65 years**

The employer, employees and their nominated representatives recognise that under Federal Legislation employees can continue to work beyond 65 years of age. It is agreed that employees over the age of 65 will continue to receive terms and conditions of employment, including long service leave and employer contributions to superannuation, applicable to similar employees under the age of 65.

### **3.13 Retirement Planning**

The employer will continue to provide information and support to employees planning retirement. The information will include and will not be limited to the following items:

3.13 (a) Retirement planning

3.13 (b) Alternative models of employment prior to retirement.

### **3.14 Agency Hire Staff/Independent Contractors**

3.14 (a) Council has a clear preference and expectation to fill temporary positions through the established recruitment processes. Wherever practicable, Council is committed to offering additional work to part time employees in the first instance. Agency Staff will only be utilised where existing employees are unavailable to perform the additional hours.

3.14 (b) If the Employer wishes to engage independent contractors or labour hire staff to perform work for more than 3 months that might be performed by current or future employees, the Employer must consult in good faith with effected employees and with the Union. Consultation must cover issues such as:

3.14 (b) (i) Safety;

- 3.14 (b) (ii) Criteria for the selection of particular contractors or labour hire companies;
- 3.14 (b) (iii) Whether having the work done in-house will diminish job security for employees engaged under the Agreement.
- 3.14 (b) (iv) Alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies; and
- 3.14 (b) (v) Inductions and facilities for contractor and labour hire employees.
- 3.14 (c) If after consultation, the Employer decides to engage independent contractors or agency hire staff, including trainees and apprentices, they must inform the Union of:
  - 3.14 (c) (i) The type of work proposed to be given to the contractor(s) or labour hire company or companies;
  - 3.14 (c) (ii) The number of persons the proposed contractor(s) or labour hire company or companies may engage;
  - 3.14 (c) (iii) The likely duration of the engagement
- 3.14 (d) Agency hire staff shall only be engaged for short term emergency situations or temporary assignments where specific skills required are not available from existing staff. Their employment shall not affect the ability of permanent staff to access additional hours including overtime.
- 3.14 (e) The parties agree to review the positions currently held by agency staff with a view to minimising the number of agency hire staff required by replacing the positions with permanent or temporary staff directly employed by Council.
- 3.14 (f) A half yearly review of the positions held by independent contractors and agency hire staff shall be carried out by the Consultative Committee. The unions shall be advised of the outcome of each review.

## 4 GENERAL EMPLOYMENT ARRANGEMENTS

### 4.1 Models of Employment

The employer will seriously consider a request from an employee to change work arrangements because of their parental or carer responsibilities.

#### 4.1 (a) Job Share

An employee may apply to the relevant Director to reduce their hours of work by job share arrangement. These arrangements will only be approved if they are viable options and remain subject to operational requirements.

#### 4.1 (b) 48/52 Model of Employment

4.1 (b) (i) Employees may apply to work based on the 48/52 model of employment, whereby the employee receives an additional 4 weeks unpaid leave per annum and is paid for 52 weeks per year at the fractional rate of 48/52 of their annual salary rate.

4.1 (b) (ii) Whilst an employee is working the 48/52 model of employment, they will accrue leave at the rate of 48/52 of the ordinary entitlement. Superannuation will also be paid utilising the same formula.

4.1 (b) (iii) Additional leave accrued under the 48/52 model of employment shall be given and taken in such period or periods and at such time or at such times as mutually convenient to Council and the employee.

4.1 (b) (iv) An employee working under the 48/52 model of employment may request a reversion to standard employment conditions on the anniversary of the date of transfer to the 48/52 employment model. Any additional leave accrued under the 48/52 model of employment must be exhausted prior to reverting to standard employment conditions, or as negotiated.

4.1 (b) (v) Application for the 48/52 model of employment must be approved by the employee's Director and be subject to the operational needs and requirements of the workplace, and will be subject to annual review.

#### 4.1 (c) Other Models of Employment

An employee may apply to the relevant Director for consideration of other alternative models for employment (e.g. 50/52) subject to the operational needs and requirements of the workplace, and will be subject to annual review. If granted the equivalent provisions in [4.1 \(b\)](#) will apply.

#### 4.1 (d) Part Time

An employee may apply to the relevant Director to reduce their hours of work to part time work arrangement in accordance with the provisions in [4.2 \(f\)](#) and [4.2 \(f\) \(ii\)](#) of this agreement. These arrangements will only be approved if they are viable options and remain subject to operational requirements.

### 4.2 Types of Employment

4.2 (a) Employees covered by this Agreement will be employed in one of the following categories:

- (1) Full-time employees; or
- (2) Permanent part-time employees; or
- (3) Casual employees; or
- (4) Temporary employees.

4.2 (a) (i) 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.

4.2 (b) Casual employment - **Employees Bands 1 to 5 (Physical/Community Services)**

4.2 (b) (i) A casual employee for the purpose of this subclause will mean an employee who is engaged in relieving work or work of a casual nature and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee under Section [0](#) - Ordinary hours of duty and Overtime and [4.2 \(a\)](#) and [4.2 \(f\)](#) of this clause.

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

4.2 (b) (iii) A casual employee will not be entitled to any pro rata annual leave, sick leave or public holidays.

4.2 (c) **Casual employment - Employees Band 3-8 (other than Physical/Community Services)**

4.2 (c) (i) 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, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee.

4.2 (c) (ii) 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.

4.2 (c) (iii) Notwithstanding anything to the contrary appearing elsewhere in this Agreement, 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.

4.2 (d) **Casual employment - Child Care Workers**

A casual employee shall be paid 125% of the hourly rate which a full-time employee would receive. Work performed on weekends or public holidays shall be paid at ordinary time plus 75%. Provided that an employee engaged as a casual shall be excluded from the provisions relating to annual leave, overtime, meal allowance and sick leave.

4.2 (e) **Casual employment – general**

4.2 (e) (i) **Caring responsibilities**

(1) Subject to the evidentiary and notice requirements in [7.3 \(d\)](#) [\(iv\)](#), [7.3 \(d\) \(v\)](#) and [7.3 \(d\) \(vi\)](#), 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.

- (2) 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.
- (3) 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.

4.2 (e) (ii) A casual employee, other than an irregular casual employee as defined in clause [4.2 \(e\) \(xii\)](#), who has been engaged by Council for a sequence of periods of employment under this Agreement 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 [4.2 \(e\) \(ii\)](#) 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.

4.2 (e) (iii) 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.

4.2 (e) (iv) 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.

4.2 (e) (v) Any casual employee who has a right to elect under clause [4.2 \(e\) \(ii\)](#), upon receiving notice under clause [4.2 \(e\) \(iii\)](#) 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.

4.2 (e) (vi) 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.

4.2 (e) (vii) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause [4.2 \(e\) \(v\)](#), the employer and employee in accordance with this subparagraph, and subject to clause [4.2 \(e\) \(v\)](#), 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 [4.2 \(f\)](#).

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 [4.2 \(e\) \(v\)](#) 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.

4.2 (e) (viii) 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.

4.2 (e) (ix) 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.

- 4.2 (e) (x) It shall be sufficient compliance with subclause [4.2 \(e\) \(ix\)](#) 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.
- 4.2 (e) (xi) An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.
- 4.2 (e) (xii) An “**irregular casual employee**” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 4.2 (e) (xiii) The provisions of clause [4.2 \(e\)](#) do not apply to irregular casual employees.
- 4.2 (f) Part-time employment
- 4.2 (f) (i) Employees Bands 1 to 8
- (1) 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 Agreement.
  - (2) 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**).
  - (3) With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start.
  - (4) The employer will ensure that school crossing supervisors will be engaged and paid, for each start, at a higher rate than that payable for one hour at the level 1 rate prescribed by the *Victorian Local Government Award 2015*.

- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) In accordance with clause [6.1 \(y\) \(iv\)](#) a part-time employee shall be paid for a public holiday(s) falling on a day or days on which the employee 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.
- (10) 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.

- (11) 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.

#### 4.2 (f) (ii) Child Care Workers

A part-time employee is one engaged for less than full-time hours and who regularly works stated hours. A part-time employee, for working ordinary time will receive 1/38th of the weekly wage prescribed for their classification for each hour worked.

### 4.3 Temporary Appointments and Grant Funded Positions

#### 4.3 (a) Temporary Appointments

4.3 (a) (i) Temporary appointment shall mean an employee who is engaged on either a full or part-time basis:

- (1) and is specifically engaged as a result of an employee proceeding on leave; or
- (2) as a result of a short-term contingency; or
- (3) for a specified period of time and/or for a specific project, task or tasks.

4.3 (a) (ii) As a general rule, a temporary appointment shall not exceed a period of twelve months. Exceptions to that general rule may include:

- (1) cases of extended parental leave; or
- (2) where a specific project, task or tasks is/are estimated to exceed 12-months in duration. The relevant union will be notified of the details of the specific project where a project enlivens this provision; or
- (3) where flexible work arrangements, internal secondments or other contingency so warrants.

4.3 (a) (iii) Prior to Council engaging a temporary employee, Council shall inform the person who is offered the temporary appointment, in writing, of the temporary nature of the employment and their entitlements under this Enterprise Agreement.

- 4.3 (a) (iv) Employees appointed to temporary positions shall be entitled to all conditions of this Enterprise Agreement including those terms associated with continuity of service.
- 4.3 (a) (v) The Council will not dispense with a permanent position for the purpose of creating temporary position(s).
- 4.3 (b) Grant Funded Positions
- 4.3 (b) (i) An employee appointed to a grant funded position shall mean an employee who is employed for the period for which a specific grant is provided. Should an initial grant be succeeded by a further grant or grants, the employee shall have the option to continue to be employed by Council. The employee will be notified immediately.
- 4.3 (b) (ii) For the purpose of this clause, grant funded positions shall mean a position specifically and externally funded by either the State and or the Federal Government.
- 4.3 (b) (iii) Employees employed in specific grant funded positions shall be advised prior to appointment, and in writing, that their employment is subject to specific funding from either the State and/or Federal Government. The employee shall also be advised of their entitlements under this Enterprise Agreement.
- 4.3 (b) (iv) Employees appointed to specific Government funded positions shall be entitled to all conditions of this Enterprise Agreement.
- 4.3 (c) Internal Secondments
- 4.3 (c) (i) All internal vacancies that are to be filled for greater than 3 months (where that is known at the time the vacancy is filled) must be advertised within the Council to provide an opportunity for all employees.
- 4.3 (c) (ii) Employees in seconded positions will return to their substantive position on the completion of the secondment.

#### **4.4 Replacement of Absences**

- 4.4 (c) (i) The employer, employees and their nominated representatives recognise the need to maintain appropriate levels of customer service and staffing during periods of leave to minimise any occupational stress such absences may impose on staff.
- 4.4 (c) (ii) In order to achieve this, the need to replace staff who are on leave will be discussed between the manager/supervisor and employees in each work area, where possible prior to such absences occurring. Consideration will be given to staff replacement during absences based on all relevant issues including seasonal work demands, current projects, length of absence, workloads and current operational practices.
- 4.4 (c) (iii) Priority will be given to the filling of absences of greater than two weeks where the position has a direct customer interface and/or where there is a statutory requirement for a timely response.
- 4.4 (c) (iv) Any dispute regarding the replacement of absences will be determined by reference to the Dispute Settling Procedures within this Enterprise Agreement.

#### **4.5 Home-Based Work Arrangements**

The Employer will, within six (6) months of the date of this agreement, review, policies and procedures to support home based working as a viable alternative for certain employment categories. This will include consideration of such issues as provision of equipment, risk management (insurance, workers compensation, health and safety and security), access to development and team based processes such as meetings etc.

#### **4.6 Redeployment**

- 4.6 (a) This clause 4.6 does not apply in cases of a Transfer as described in clause [3.8](#).

- 4.6 (b) When a position has been declared redundant, in consultation with the affected employee, every possible effort will be made to redeploy the incumbent employee to another vacant position. In the event that there are no redeployment opportunities at the same banding or classification as the employee, the employee may consider redeployment to a suitable vacant position at a lower banding, whereby Council will provide twelve (12) months income maintenance at the employee's existing banding or classification. After twelve (12) months, the employee's banding or classification will reduce to the new position's lower banding level or classification. If this option is not suitable for the employee, they will be entitled to a redundancy in accordance with Clause [4.7](#).
- 4.6 (c) In all instances of redeployment, a trial period of no less than 3 months will apply. The purpose of the trial period will be to allow both the employee and their new line manager to assess the suitability of the placement. The trial period may be extended for up to a further 3 months by agreement, where it is deemed that a longer trial may be beneficial to the long term success of the placement. This period will start on the day that the employee commences duty in:
- (1) the new position to which the employee is redeployed;
  - (2) the new position of a lower band which the employee is placed;  
or
  - (3) the first of any mutually agreed jobs into which the employee is placed for retraining.
- 4.6 (d) A Performance and Development Plan will be agreed between the redeployed employee and their new line manager at the commencement of the trial period.

#### **4.7 Redundancy/Retrenchment**

- 4.7 (a) This clause 4.7 does not apply in cases of a Transfer as described in clause [3.8](#).

4.7 (b) The employer, employees and their nominated representatives agree that all employees covered by this Enterprise Agreement shall be paid the following severance entitlements on termination due to redundancy or voluntary departure:

4.7 (b) (i) Four (4) weeks payment in lieu of notice.

In addition to the above, employees over 45 years of age at the time of the giving of notice with not less than two (2) years continuous service, shall be entitled to an additional week's pay.

4.7 (b) (ii) Severance pay, calculated on the basis of 2 weeks for each completed year of continuous service during which the employee was employed by a Victorian Municipality, to a maximum of 48 weeks.

4.7 (b) (iii) \$7,500 lump sum, payment for full time permanent employees, pro-rata for permanent part time employees.

4.7 (b) (iv) Any redundancy paid to a Home Carer will be calculated on the Home Carer's average hours or no less than the guaranteed hours.

4.7 (c) A payment for the loss of motor vehicle usage as follows:

4.7 (c) (i) Where a motor vehicle is considered part of an employee's salary package no payment shall be made, but the value of the motor vehicle, in accordance with the Salary Package Agreement, shall form part of the employee's "rate of pay" for the purposes of determining the payment to be made pursuant to this section.

4.7 (c) (ii) Where a motor vehicle is provided in circumstances other than those specified in [4.7 \(c\) \(i\)](#), the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the following amounts by 52 and adding that payment to an employee's weekly rate of pay, for the purposes of determining the payment to be made, pursuant this section.

(1) Full private use in accordance with the deemed value stated in employment agreements.

(2) Limited private use: \$ 7,500

(3) Commuter use: \$ 5,000

4.7 (d) A lump sum payment for the loss of Council subsidised housing, equivalent to the value of the market rent for the house, less any employee contribution, multiplied by the number of weeks of severance pay entitlement, pursuant to [4.7 \(b\) \(ii\)](#) above.

4.7 (e) If the employee has more than five years' service at the date of retrenchment and is not entitled to payment for pro-rata long service leave, in accordance with the Act or the relevant regulations, an ex-gratia payment equivalent to pro-rata long service leave shall be paid.

4.7 (f) The Council's contracted outplacement services shall be provided for all employees declared redundant.

4.7 (g) Definitions

4.7 (g) (i) **Business** includes trade, process, business or occupation and includes part of any such business.

4.7 (g) (ii) **Redundancy** - refers to a job being made redundant and not to an employee becoming redundant. An employee's job is considered redundant if the Employer has made a definite decision that the job the employee has been doing will no longer be done.

4.7 (g) (iii) **Retrenchment** - means:

(1) the compulsory termination of the service of an employee for the reason that in the opinion of the Council:

- the employee's service is not necessary; or their position is redundant; or
- the work for which the employee was engaged is finished (except in the case of the expiration of a contracted period of service or the completion of a contracted task); or
- the quantity of work has diminished and has rendered necessary a reduction in the number of employees.

- (2) the voluntary termination of service by an employee which in the opinion of the Council is effected in anticipation of a compulsory termination referred to in [4.7 \(g\) \(iii\)\(1\)](#) above;
- (3) the non employment of an employee who is an apprentice immediately after the end of a period of apprenticeship where prior to the making of an Order the Council policy was to continue their employment as a permanent employee.

4.7 (g) (iv) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

4.7 (g) (v) **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.

4.7 (h) De-Amalgamation

The employer, employees and their nominated representatives agree that in the case of a redundancy occurring as a result of a De-Amalgamation the Redeployment/ Redundancy provisions of this Enterprise Agreement shall apply.

4.7 (i) 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.

#### 4.7 (j) Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment by giving the required notice. 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.

#### 4.7 (k) Alternative employment

4.7 (k) (i) An employer, in a particular redundancy case, may make application to The Fair Work Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.7 (k) (ii) This provision does not apply in circumstances involving transmission of business as set in clause [4.7 \(g\) \(iv\)](#) hereof.

#### 4.7 (l) Job search entitlement

4.7 (l) (i) During the period of notice of termination given by the employer in accordance with this Agreement, 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.

4.7 (l) (ii) 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.

#### 4.7 (m) 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.

#### **4.8 Breastfeeding for Nursing Mothers**

- 4.8 (a) The employer, employees and their nominated representatives recognise the importance of breast feeding for both mother and baby and Council will provide support to enable mothers in their employment to balance breast feeding with their work.
- 4.8 (b) Where a nursing mother wishes to return to work following a period of leave Council will explore with them reasonable support options to meet their breast-feeding needs and preferences. This may include, but will not be limited to, such provisions as clean private and appropriate space, refrigeration, breast pump storage, and lactation breaks. Provisions will take into account the nature of the employee's work and childcare arrangements.

#### **4.9 Car Parking**

- 4.9 (a) Council will, as far as practicable, provide employees with access to safe and secure parking for private vehicles adjacent to Council workplaces.
- 4.9 (b) For the period of this Agreement, parking will be provided at no cost to employees.

#### **4.10 Employment Security**

- 4.10 (a) The Council commits to the principle of secure and continuous employment for all employees. The Council will employ permanent employees instead of temporary, casual or agency hire employees for all ongoing services provided by Council.
- 4.10 (b) Where Council proposes to undertake a service review the following will apply:
- 4.10 (b) (i) The parties will establish an agreed service review consultation process including the Best Value principles as outlined in 208C of the Local Government Act 1989.

- 4.10 (b) (ii) The service review consultation process will be developed by Council in consultation with the Workplace Consultative Committee within six months of the approval of this Agreement.
- 4.10 (b) (iii) Once the service review consultation process has been developed and implemented, no redundancies arising from a service review will occur until the consultation process has been completed and all options for suitable redeployment have been explored.
- 4.10 (c) Where Council is proposing major change in circumstances other than when arising from a service review e.g., withdrawal of Federal/State funding or the disestablishment of vacant positions, the provisions of clause [3.4](#) (Consultation – Introduction to Change) will apply.

#### **4.11 Family Violence Support**

##### **4.11 (a) General Principle**

Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Council is committed to providing support to staff that experience family violence.

##### **4.11 (b) Definition of Family Violence**

Council 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.

##### **4.11 (c) General Measures**

- 4.11 (c) (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Council's Employee Assistance Program, a Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Service or Lawyer.

- 4.11 (c) (ii) All personal information concerning family violence will be kept confidential in line with Council Policy and relevant legislation. No

information will be kept on an employee's personnel file without their expressed written permission.

- 4.11 (c) (iii) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- 4.11 (c) (iv) The Executive Officer of P&C Operations and the Human Resources Practitioners will be the internal contacts for support and assistance with family violence matters. Human Resources Practitioners will be trained in family violence and privacy issues.
- 4.11 (c) (v) An employee experiencing family violence may raise the issue with their immediate supervisor or the Executive Officer of P&C Operations . The supervisor may seek advice from the Executive Officer of P & C Operations if the employee chooses not to see the Executive Officer of P&C Operations .
- 4.11 (c) (vi) Where requested by an employee, the Executive Officer of P&C Operations will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clause [4.11 \(d\)](#).
- 4.11 (c) (vii) Council will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

#### 4.11 (d) Individual Support

4.11 (d) (i) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Council will approve any reasonable request from an employee experiencing family violence for:

- (1) changes to their span of hours or pattern or hours and/or shift patterns;
- (2) job redesign or changes to duties;

- (3) relocation to suitable employment within the Council;
- (4) a change to their telephone number or email address to avoid harassing contact;
- (5) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements; and
- (6) additional paid leave.

4.11 (d) (ii) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

4.11 (d) (iii) An employee that discloses to the Executive Officer of P and C Operations or their supervisor that they are experiencing family violence will be given information regarding support services.

## 5 SALARIES AND RELATED MATTERS

### 5.1 Quantum and Timing – Pay Increases

5.1 (a) The weekly ordinary pay rates applicable at the commencement of this Agreement are detailed in Section [0](#). They reflect an increase on the rates of pay provided for under the previous Agreement, and were effective the first full pay period commencing on or after 1 October 2021.

5.1 (b) In the first full pay period commencing on or after **1 October 2022**, the rates of pay provided in section [0](#) of this Agreement shall be increased by a percentage equal to:

- (1) The Average Rate Cap set by the Victorian State Government for that financial year;
- (2) Less the percentage increase to the employer compulsory superannuation contribution, if any, which takes effect that financial year.

**Illustrative Example:** In the 2021/22 financial year, the Rate Cap was 1.5% and the superannuation guarantee increased by 0.5%. The rates of pay were therefore increased by 1% at the commencement of this Agreement.

5.1 (c) In the first full pay period commencing on or after **1 October 2023**, the rates of pay provided in section [0](#) of this Agreement shall be increased by a percentage equal to:

- (1) The *Average Rate Cap* set by the Victorian State Government for that financial year;
- (2) Less the percentage increase to the *employer compulsory superannuation contribution*, if any, which takes effect that financial year.

5.1 (d) *Average Rate Cap*: is a term taken from section 185D (1) of the LG Act (1989). It is the amount published by the Minister for Local Government by way of General Order, which sets the maximum increase for Council's capped average rate income.

5.1 (e) *Employer Compulsory Superannuation Contribution*: means the Superannuation Guarantee rate provided by the Superannuation Guarantee (Administration) Act 1992 (C'th). It is the percentage of an employee's ordinary time earnings that an employer is required to pay, on top of fortnightly wages, to employees' superannuation funds. At the time this Agreement was made, that rate was 10%.

5.1 (f) In relation to the percentage pay increases described in clauses [5.1 \(b\)](#) and [5.1 \(c\)](#):

- (1) Any rate cap exemptions applied for by the Council are not to be included in the calculation for salary purposes; and
- (2) If the Victorian Government abolishes its rate capping policy, or if the Minister for Local Government does not exercise their power to set a rate cap for any financial year, then the most recent wage increase provided for by this Agreement shall be applied in its stead.

## **5.2 Adjustment of Allowances**

5.2 (a) If the Fair Work Commission or other independent body vary allowances Council shall apply those rates within a twelve-month annual period.

5.2 (b) If the Fair Work Commission or other independent body does not vary allowances they shall be adjusted annually from the first full pay period in July each year based on the following:

5.2 (b) (i) Expense related allowances

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

5.2 (b) (ii) Work related allowances

Work/salary related allowances will be adjusted from the first full pay period in July each year based on the relevant pay increases in this Agreement.

### 5.3 End of Band Payments

- 5.3 (a) Any employee who has been at the end of their Band/Classification for over twelve (12) months shall be entitled to progress to the 'E' level as outlined in Section [0](#) – Rates of Pay (weekly).
- 5.3 (b) These payments are calculated on the basis of \$500 or a salary level equivalent to the mid-point between the upper level of their current band and the lower level of the next band, whichever amount is the greater.
- 5.3 (c) Entitlement to the End of Band Payment will be in accordance with the progression provisions of this agreement.

### 5.4 Local Laws Officers – Stand by Allowance

- 5.4 (a) Effective from 1 July 2013 Local Laws Officers participating in stand by arrangements (previously availability allowance) will be paid the stand by allowance in accordance with section [6.2 \(i\)](#) of this Agreement.

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

- 5.4 (a) (iii) Provided that where employees are engaged under the special engagement and shift work provisions of section [0](#)- Ordinary hours of duty and overtime, 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

- 5.4 (a) (iv) 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.

- 5.4 (a) (v) Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.
- 5.4 (a) (vi) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause section [9.1](#) - Classification and minimum rates of pay of this Agreement includes a stand-by allowance.

## 5.5 Superannuation

- 5.5 (a) Council shall be a participating employer of the Vision Super (Defined Benefits Scheme) for eligible members and the Vision Super Saver for employees who are or wish to become members of that scheme.
- 5.5 (b) Council shall provide each employee, upon commencement of employment, membership forms for the applicable Vision Super Scheme and shall forward the registration details to Vision Super within fourteen (14) days.
- 5.5 (c) Each employee will be a member of the relevant Vision Super Fund or an alternative complying fund chosen by the employee in writing.
- 5.5 (d) All employees will be eligible to be part of a superannuation scheme.
- 5.5 (e) *Note: The Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005 provides that individual employees generally have the opportunity to choose their own superannuation funds.*
- 5.5 (f) All employees:
- 5.5 (f) (i) The Employer will meet its obligation to pay superannuation under the *Superannuation Guarantee (Administration) Act 1993 (SGA Act)* and related legislation.
- 5.5 (f) (ii) **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.

5.5 (f) (iii) 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.

5.5 (g) Casual employees only:

5.5 (g) (i) Coverage

This subclause covers the provision of superannuation for all casual employees engaged by a council employer to this Agreement.

5.5 (g) (ii) Definition

For the purpose of this subclause:

- (1) **Casual employee** means a person engaged by a council employer on the same terms as set out in clause [4.2](#) - Types of employment of this Agreement.
- (2) **The Fund** means the Local Authorities Superannuation Fund.
- (3) **Financial year** means the period from 1 July in one year to 30 June the following year.

5.5 (g) (iii) Employer contribution to superannuation

Subject to the rules of the Fund, a council 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.

5.5 (g) (iv) Notwithstanding the requirements of [5.5 \(g\) \(iii\)](#) above, a council 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.

## 5.6 Annual Leave Loading

5.6 (a) For Physical and Community Services employees in the Infrastructure Maintenance, Parks and Bushland and Homecarers Work Teams, by mutual agreement between the employer and a majority of employees, the Annual Leave Loading prescribed in this subclause may be paid in any one of the following ways:

5.6 (a) (i) On the taking of the leave, whether in whole or in part;

5.6 (a) (ii) On the same date each year; or

5.6 (a) (iii) On the anniversary date of the employee.

5.6 (b) As agreed for all other employees Annual Leave Loading shall be paid in December each year.

5.6 (c) In addition to the payment of annual leave 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). PROVIDED THAT the loading for employees other than Physical/Community Services Employees and Child Care Workers 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.

5.6 (d) The annual leave loading prescribed in this subclause 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 council; or
- On the taking of the leave, whether in whole or in part.

5.6 (e) Provided that the annual leave loading prescribed herein will apply only to the period of annual leave prescribed by way of annual close down, if applicable, and will not apply to any period of leave which by any other provision of this Agreement is accumulated and taken consecutively with a period of annual leave.

## **5.7 Salary Sacrifice**

Employees may elect to salary sacrifice their salaries in any legal form, provided there is no additional cost to the employer beyond standard administration.

Requests must be made in writing to the Manager Corporate Finance, with the exception of superannuation, where requests should be made to Payroll Services. Changes to packaging arrangements may only be made at the start of the financial year by employees, unless opting out of the arrangement completely or in the event of special circumstances.

Individuals are encouraged to seek advice from taxation or financial advisers of the cost of which, along with the setting up any individual arrangements, will be borne by the employee. Employees will also bear the cost of any fringe benefit tax payable.

## **5.8 Service Reward Program**

This program aims to develop and encourage a culture that acknowledges loyalty, recognises commitment and celebrates valued service. It will provide recognition for employees who work for Council, commencing with a Service Award at five years of service and then every subsequent five years.

- 5.8 (a) Five Year Service Awards will be presented by the relevant Director at a Department or Team Meeting/Function. Award recipients will receive a Service Badge and Certificate.
- 5.8 (b) Ten, Fifteen and Twenty-Five Year Service Awards will be presented by the CEO at the Achievement and Service Awards Ceremony. Award recipients will receive a Service Badge and Certificate.
- 5.8 (c) Twenty Year Service Awards will be presented by the CEO and Mayor at a Twenty Year Service Awards Ceremony. Award recipients will receive a \$500 Gift Voucher and Certificate.
- 5.8 (d) Thirty Year Service Awards will be presented by the CEO and Mayor at a function arranged in consultation with the award recipient. Award recipients will have a suitable function and receive a Certificate.

## 5.9 Flexible Work @ YRC: the guiding philosophy

5.9 (a) YRC values trust, empowerment and innovation, and wants to be truly flexible in the work that we do, and the way we employ our staff.

5.9 (b) The detail of how we achieve this is dealt with elsewhere in this Agreement (see below), and in organisational policy, but in essence:

5.9 (c) This is what we stand for:

- (1) The key is an employee discussing their preferred working arrangements with their immediate leader, and between the two of them, coming up with a win/win (that is, mutually beneficial) arrangement;
- (2) Work should be performed from the most suitable location for that day, task or activity;
- (3) True flexibility sometimes needs to be planned for and pre-arranged with notice, but there'll always be a need for nimbly responding to changing circumstances at short-notice;
- (4) Everyone's required to spend some time in an on-premises YRC workplace – technology is great at enabling remote work, but nothing beats spending time collaborating with and getting to know colleagues, team members and customers face-to-face;
- (5) Where a role permits it, everyone's encouraged to rotate through different workplaces and get to know different colleagues;
- (6) Depending on role, the powerful lessons of 2020 must be capitalised, and remote work (including from home) is encouraged, in balance with onsite attendance.

5.9 (d) This is what we don't stand for:

- (1) Rigid and out-dated approaches to flexibility;

- (2) Working arrangements that don't consider win/win mutually satisfactory outcomes;
- (3) Working remotely 100% of the time and isolating oneself from colleagues and customers;
- (4) 'Having' to work from a certain building or a certain desk due to a perceived barrier.

5.9 (e) Other sections of this Agreement which relevantly deal with flexible work provisions include:

- (1) Section [4.2 \(a\)\(2\)](#) which deals with Part-time employment;
- (2) Section [6.1](#) which deals with hours of work;
- (3) Section [5.10](#) which prescribes the detail in which flexible working arrangements can be recorded, and is required by the FW Act to be included in this Agreement;
- (4) Section [4.1](#) which deals with purchased leave (sometimes called model of employment);
- (5) Section [4.11](#) which deals with family violence leave, and section [7.17](#) which deals with discretionary leave; and
- (6) Section [7.4](#) and [7.5](#) which deals with parental leave.

### **5.10 Individual Flexibility Arrangements – the detail**

5.10 (a) An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Enterprise Agreement if the Enterprise Agreement deals with one or more of the following matters:

- (1) Arrangements about when work is performed;
- (2) Overtime rates;
- (3) Penalty rates;
- (4) Allowances;

- (5) Leave loading;
- (6) The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters listed above.

5.10 (b) The employer must ensure that the terms of the individual flexibility arrangement: are about permitted matters under section 172 of the Act; and are not unlawful terms under section 194 of the Act; and include details of how the employee will be better off overall in:

- (1) relation to the terms and conditions of their employment as a result of the arrangement; and
- (2) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5.10 (c) The employer or employee may terminate the individual flexibility arrangement by:

5.10 (c) (i) giving no more than 28 days written notice to the other party to the arrangement; or

5.10 (c) (ii) if the employer and employee agree in writing — at any time.

5.10 (d) The employer must ensure that the individual flexibility arrangement:

5.10 (d) (i) Is in writing; and

5.10 (d) (ii) Includes the name of the employer and employee; and

5.10 (d) (iii) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

5.10 (d) (iv) Includes details of:

- (1) the terms of the Enterprise Agreement that will be varied by the arrangement; and
- (2) how the arrangement will vary the effect of the terms; and

- (3) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (4) states the day on which the arrangement commences.

5.10 (e) For the avoidance of doubt, [section 65 of the FW Act](#) provides that an Employee may request a change in their working arrangements in any of the following circumstances:

- (1) the Employee is the parent, or has responsibility for the care, of a Child who is of school age or younger; or
- (2) the Employee is a carer (within the meaning of the Carer Recognition Act 2010); or
- (3) the Employee has a disability; or
- (4) the Employee is 55 or older; or
- (5) the Employee is experiencing violence from a member of the Employee's family; or
- (6) the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

### **5.11 Pay Equity**

The employer commits to review any position/s on the basis of equal pay for equal work, on the request of an employee or group of employees, in accordance with the Victorian Government's Pay Equity and Productive Workplaces in Local Government Report.

## 6 ORDINARY HOURS OF DUTY AND OVERTIME

### 6.1 Hours of Work

Council aims wherever practicable to provide flexible working arrangements which balance service requirements with an individual staff member's personal needs.

- 6.1 (a) The ordinary hours of duty for full time employees shall be 152 hours per four week period averaging 38 hours per week
- 6.1 (b) The ordinary hours of duty for employees shall be worked between the hours of 7:00am to 7:00pm Monday to Friday (both inclusive) provided that the following hours are not exceeded:
  - 6.1 (b) (i) 38 hours in one week; or
  - 6.1 (b) (ii) 76 hours in two consecutive weeks; or
  - 6.1 (b) (iii) 114 hours in three consecutive weeks; or
  - 6.1 (b) (iv) 152 hours in four consecutive weeks.
  - 6.1 (b) (v) All ordinary hours to be worked without penalty, unless approved overtime.
- 6.1 (c) The Enterprise Agreement pursuant to this subclause may be varied in Specific Conditions of Employment or by written agreement between the employer, employees and their nominated representatives.
- 6.1 (d) Where it is determined and agreed by the employer, employees and their nominated representatives that specific functions outside ordinary daily requirements/expectations need to be performed by the work team, the ordinary hours of duty specified in clause [6.1 \(b\)](#) may be extended by agreement.

- 6.1 (e) Where hours are in excess of 7.6 per day within the above spread of ordinary hours have been worked these may, subject to clause [6.1 \(b\)](#), be taken in the following ways:
- 6.1 (e) (i) As time in lieu on an hour for hour basis;
  - 6.1 (e) (ii) As a rostered day off, e.g. 9 day fortnight/19 day month;
  - 6.1 (e) (iii) Other flexible arrangements;
  - 6.1 (e) (iv) As per provisions in [6.1 \(aa\)\(2\)](#) of this Agreement.
- 6.1 (f) Bands 1 to 6 full time employees are entitled to a nine day fortnight arrangement.
- 6.1 (g) Current Band 7 employees will retain existing arrangements as outlined in their appointment letter unless changed by agreement. New Band 7 employees employed on or after 1 January 2010 will only have access to a 19 day month arrangement.
- 6.1 (h) Full Time employees shall be entitled to take time off on the basis that prior agreement has been achieved to ensure that:
- 6.1 (h) (i) an average of 7.6 hours to 8.44 hours can be worked per day;
  - 6.1 (h) (ii) extra hours worked within the spread of hours will be taken, unless otherwise agreed, within four (4) weeks of accrual.
- 6.1 (i) Scheduling of Rostered Days Off (RDO) and Time In Lieu are subject to operational arrangements. The scheduling of RDOs will be determined by the relevant Manager in consultation with the work team, with the intention of balancing customer service and operational efficiency with employee needs. The RDO may be scheduled on any day of the week (Monday to Friday), with sufficient notice to employees about scheduling of RDO's and any required change. Where a scheduled RDO needs to be changed arrangements will be made with the affected employee to access an alternative day off.

- 6.1 (j) Managers 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.
- 6.1 (k) Any Manager seeking to change the ordinary hours of work for a work team is required to consult with employees and their employee representatives to reach agreement on the change.
- 6.1 (l) Where no alternative agreement exists, time not taken within four (4) weeks of accrual shall be paid in accordance with the provisions of this Agreement.
- 6.1 (m) The Enterprise Agreement pursuant to this subclause may be varied in Specific Conditions of Employment or by written agreement between the employer, employees and their nominated representatives.

6.1 (n) [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 7.00 a.m. and 7.00 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.](#)

- 6.1 (n) (i) [The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by the council either generally or for particular employee\(s\) according to work requirements from time to time.](#)
- 6.1 (n) (ii) [Where circumstances arise which necessitate the requirement for an earlier start or later finish than the normal spread of hours by agreement between the employee and the council the ordinary hours of duty may extend beyond the above spread of hours.](#)
- 6.1 (n) (iii) [Notwithstanding any other provisions of this clause where an employee works in a centre or work location in which the spread of hours is different from that specified in \[6.1 \\(n\\)\]\(#\) hereof, they may be](#)

required to work in accordance with the hours specified in that centre or work location.

- 6.1 (n) (iv) Subject to the further provisions of this Agreement 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.
- 6.1 (o) Notwithstanding the provisions of [6.1 \(n\)](#), upon the consent of the council and then by written agreement between the council and the employee and/or employees concerned following consultation the ordinary hours of duty of any employee or any employees other than those specified elsewhere may be worked at any time on any days, Monday to Friday inclusive.
- (1) Provided that 38 such ordinary hours are not exceeded in any one-week period or 76 such ordinary hours are not exceeded in consecutive two week periods or 114 such ordinary hours are not exceeded in any consecutive three week period, or 152 such ordinary hours in consecutive four week periods commencing from a date specified in the agreement. Provided such agreement may permit the working of at least one late night per week where the council considers this necessary.
  - (2) The appropriate Union or Unions will be supplied with a copy of the agreement.
  - (3) Nothing in this clause will affect the rights of any party to the Agreement to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the dispute settlement procedures in this Agreement.
  - (4) The agreement pursuant to this subclause may be varied by a further written agreement between the parties or may be terminated by one calendar month's notice given by either the employee and/or employees concerned or the council.

- (5) Where such an agreement provides for a Rostered Day Off within the specified work cycle period, such Rostered Day Off may be staggered and/or be on any day Monday to Friday.
- (6) Where 48 hours notice is given an employee may be required to work on their scheduled rostered day off. Such employee(s) will do so with no additional payment for that day but will be granted equal time off at a mutually agreed time within the following work cycle period or at some other mutually agreed time, without loss of pay. In the absence of 48 hours notice an employee may agree to work on their rostered day off subject to the conditions which would have prevailed had 48 hours notice been given.
- (7) Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, such employee will be paid for the hours worked at the appropriate overtime rate.
- (8) 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.
- (9) Should there be any change made to the rostered hours of any employee under the above agreement, such employee 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.

(10) Where the amount of notice provided 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. Provided that the provision as to overtime payment appearing in this subclause will not apply where the alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the council where the alteration has come about through circumstances beyond the council's control or for which the council could not reasonably be held responsible.

- 6.1 (p) 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.
- 6.1 (q) The hours of work for all employees will be continuous except for meal-breaks
- 6.1 (r) 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.
- 6.1 (s) The commencing times within the spread of hours as laid down in subclause [6.1 \(n\)](#) of this clause and the meal period applying at the date of this Agreement 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.
- 6.1 (t) [Specific engagement \(employees other than physical/community services employees only\)](#)
- 6.1 (t) (i) [Hallkeepers](#)
- (1) [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 \(both inclusive\).](#)

- (2) The spread of hours during which a hallkeeper will perform their duties will be the subject of mutual arrangement between the council and the employee concerned.
- (3) By written agreement between a council member 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.
- (4) Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with [6.1 \(t\) \(i\)\(2\)](#) and [6.1 \(t\) \(i\)\(3\)](#), 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.
- (5) The provision as to overtime payment appearing in [6.1 \(t\) \(i\)\(4\)](#) of this subclause 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.
- (6) Work performed in addition to ordinary hours as provided in [6.1 \(t\) \(i\)\(2\)](#), [6.1 \(t\) \(i\)\(3\)](#), [6.1 \(t\) \(i\)\(4\)](#) and [6.1 \(t\) \(i\)\(5\)](#) will be paid for at the appropriate overtime rate prescribed by this Agreement.
- (7) Any dispute arising under this subclause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

6.1 (t) (ii) Library employees

- (1) The ordinary hours of duty of employees employed in a municipal library will be as prescribed in [6.1 \(t\) \(iii\)](#) or [6.1 \(o\)](#) of this clause, or will not exceed 35 hours per week to be worked from Monday 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 Agreement.
- (2) Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in [6.1 \(t\) \(iii\)](#) 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.
- (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 between an employee, the employees affected or the Australian Services Union.

6.1 (t) (iii) Library rosters

- (1) Where employees are required to work their 35 ordinary hours prescribed in [6.1 \(t\) \(ii\)\(1\)](#) of this subclause 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.

- (2) Should there be any change made to the rostered hours of any library employee appearing in such roster, the employee 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.
- (3) The provision as to overtime payment appearing in [6.1 \(t\) \(iii\)\(2\)](#) of this subclause 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.
- (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 dispute settlement procedures of this Agreement.

6.1 (t) (iv)      Inspectorial

- (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.

- (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.
- (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 the dispute settlement procedures of this Agreement.

6.1 (u) Employees, other than physical/community services employees engaged in community services

6.1 (u) (i) The ordinary hours of duty for employees who are engaged by the council 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:

6.1 (u) (ii) 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

6.1 (u) (iii) 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 not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods.

- 6.1 (u) (iv) 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.
- 6.1 (u) (v) 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.
- 6.1 (u) (vi) 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 council where the alteration has come about through circumstances beyond the council's control for which the council could not reasonably be held responsible.
- 6.1 (v) Employees, other than physical/community services employees engaged in recreation centres
- 6.1 (v) (i) 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 not exceed 76 such ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods.

- 6.1 (v) (ii) 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.
- 6.1 (v) (iii) 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.
- 6.1 (v) (iv) 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 council where the alteration has come about through circumstances beyond the council's control for which the council could not reasonably be held responsible.

- 6.1 (w) 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%.

- 6.1 (x) Child care workers

The hours for an ordinary weeks' work will be an average of 38 to be worked between the hours of 6.30 a.m. and 6.30 p.m. as follows:

- 6.1 (x) (i) The method of implementation of the 38 hour week may, for weekly employees, be any one of the following:
- By employees working less than eight ordinary hours each day; or
  - By employees working less than eight ordinary hours on one or more days each week; or
  - By fixing one week day on which all employees will be off during a

particular work cycle; or

- By rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle;
- Provided that the employer and an employee may by agreement accrue stored days off to a maximum of twelve days and such days so accrued will be taken at a time or times mutually agreed upon.

6.1 (x) (ii) In each centre an assessment should be made by the employer and the employee as to the appropriate method of implementation of a 38 hour week.

6.1 (x) (iii) In the absence of agreement being reached at the centre of the implementation of 38 hour week, such matter may be referred to a Board of Reference for resolution.

6.1 (x) (iv) Notice of days off

Except as provided in [6.1 \(x\) \(v\)](#) hereof, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with [6.1 \(x\) \(i\)](#) above is entitled to a day off during a work cycle, such employee will where possible be advised by the employer at least four weeks in advance of the week day they are to take off.

6.1 (x) (v) Substitute days

- (1) An individual employee may, with the agreement of the employer, substitute the day to be taken off for another day.
- (2) Where a public holiday coincides with a rostered day off, as prescribed by [6.1 \(x\) \(i\)](#) of this clause, an employee so affected will have such day substituted by another day in such cycle or as soon as practicable thereafter.
- (3) Where the system of working provides for the taking of rostered day off the maximum number of rostered days off will be thirteen in any one calendar year, provided that one of the rostered days will be so arranged to include a period of annual leave.

- (4) Where a rostered day off coincides with a period of bereavement leave, long service leave, workers compensation, accident pay, sick leave, annual leave, or special leave granted by the employer, no additional or substitute day will be granted so as to effect double counting.

6.1 (x) (vi) Preparation time

A qualified full-time employee at Band 4 or above who is appointed by the employer to be responsible for the implementation of the planned program for the children in the Centre will be entitled to two hours per week preparation time. Such time will be taken at a time agreed by the employer and will be free from other duties.

6.1 (x) (vii) Rosters

A roster setting out employee's weekly and daily working hours, time of commencing duty, meal intervals time off duty and the time of ceasing duty will be posted or affixed in some conspicuous part of the premises in which persons covered by this section of the Agreement are employed, where it may be readily seen by such employees and the Secretary of the Australian Services Union. At least three days notice will be given before any alteration is made to the roster.

6.1 (x) (viii) Examination leave

Employees will be granted leave with full pay in order to travel to, and attend child care examinations approved by the education institution. Provided that when an afternoon examination is scheduled, an employee will be allowed the morning for examination study if so required by the employee.

6.1 (y) Special engagement (physical/community services employees only)

6.1 (y) (i) Definitions

- (1) **Ordinary rate** (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by section [9.1](#)- Classification and minimum rates of pay of this Agreement plus 25% for special engagement together with the industry allowance where applicable.

- (2) **Employee** in this Part of this clause will mean any of those employees specified in [6.1 \(y\) \(i\)](#) hereof who are specifically employed under this Part of this clause and not under [6.1 \(n\)](#), [6.1 \(t\)](#) or [6.1 \(x\)](#).
- (3) **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 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.
- (4) A part-time employee 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.
- (5) **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 [6.1 \(y\) \(ii\)](#) of this subclause 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.

6.1 (y) (ii) Ordinary hours of duty

- (1) Notwithstanding the provisions of [6.1 \(n\)](#), [6.1 \(t\)](#) and [6.1 \(y\)](#) of this clause, the ordinary hours of duty of employees in the following categories of employment may be in accordance with [6.1 \(y\) \(i\)\(1\)](#) to [6.1 \(y\) \(i\)\(4\)](#) inclusive of this Part of this clause, or else in accordance with [6.1 \(n\)](#), [6.1 \(t\)](#) or [6.1 \(y\)](#) 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 between the employer and the Union.

- (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; or
  - (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 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.
- 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.
  - 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.

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

6.1 (y) (iii) Overtime

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by [6.1 \(y\) \(ii\)\(2\)](#) or [6.1 \(y\) \(ii\)\(3\)](#) of [6.1 \(y\) \(ii\)](#) 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 subclause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

6.1 (y) (iv) Public holidays

- (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.
- (2) Notwithstanding anything elsewhere contained in this Agreement, employees who pursuant to [6.1 \(y\) \(ii\)\(2\)](#) or [6.1 \(y\) \(ii\)\(3\)](#) of [6.1 \(y\) \(ii\)](#) of this Part of this clause work on public holidays prescribed in clause [6.1 \(y\) \(iv\)](#) - Public holidays of this Agreement 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.
- (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.

- (4) Provided that, where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to an additional day as provided in the clause [6.1 \(y\) \(iv\)\(3\)](#) hereof.
- (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 casual employees receive the 25% loading for casual employment, in lieu of annual leave, sick leave and public holidays, all duty performed on such public holidays will be paid at ordinary rates.

6.1 (z) Shift work - Employees other than physical/community services employees bands 3 to 8

- (1) 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.
- (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 as agreed with the Australian Services Union.
- (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 council 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.
- (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.
- 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.
  - 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.
- (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.

- (6) An employee employed by a council 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 council with an acceptable reason as to why such employee is not prepared to work shift work than the matter may be dealt with by a Board of Reference.

6.1 (aa) Shift work - Physical/community services employees bands 1 to 5

This subclause will apply only to employees employed by water and sewerage authorities. However, by agreement between an employer and employees or the union, this subclause may be extended to employers.

(1) For the purpose of this part of this clause:

- **Afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight.
- **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- **Rostered shift** means a shift of which the employee concerned has had a least 48 hours' notice.

(2) Hours continuous work shifts

This subclause will apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers will not exceed:

- Eight in any one day; nor
- 48 in any one week; nor
- 88 in fourteen consecutive days; nor
- 152 in 28 consecutive days.

Subject to the following conditions such shift workers will work at such times as the employer may require:

- A shift will consist of not more than eight hours,

inclusive of crib time;

- Except at the regular change-over of shifts an employee will not be required to work more than one shift in each 24 hours;
- Twenty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.

(3) Hours other than continuous work

This subclause will apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers will not exceed:

- 38 in any week to be worked in five shifts of up to eight hours; or
- 76 in fourteen consecutive days in which case an employee will not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than five shifts in any week; or
- 114 in 21 consecutive days in which case an employee will not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee will not be required to work more than one shift in each 24 hours.

(4) Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

(5) Variation of agreement

The method of working shifts may in any case be varied by agreement between the employer and the representative of the employee to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the employees representative to suit the circumstances of the establishment or in the absence

of agreement by seven days' notice of alteration given by the employer to the employees.

(6) Afternoon or night shift allowance

A shift worker whilst on afternoon or night shift will be paid for such shift 15% more than their ordinary rate.

A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop will be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof, in addition to their ordinary rate.

An employee who:

- During a period of engagement on shift, works night shift only; or
- Remains on night shift for a longer period than four consecutive weeks; or
- Works on a night shift, which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3rd of their working time off night shift in each shift cycle,

Will during such engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

(7) Saturday work

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half. This extra rate will be in addition to the shift premium prescribed in [6.1 \(aa\)\(6\)](#) hereof.

(8) Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift will:

- If employed on continuous work be paid at the rate of double time; or
- If employed on other shift work at the rate of time and a half for the first two hours and double time thereafter, except in

each case when the time is worked;

- By arrangement between the employees themselves; or
- For the purpose of effecting the customary rotation of shifts; or
- On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for any day on which the employee cannot be usefully employed because of any strike or through any break-down in machinery or of any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

Provided that when not less than eight hours' notice has been given to the employer by the relief employee that they will be absent from work and the employee whom they should relieve is not relieved the unrelieved employee will be paid at the rate of double time.

(9) Reasonable overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such request.

(10) Sundays and public holidays

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:

- Sundays at the rate of double time;
- Public holidays as prescribed by clause [6.1 \(y\) \(iv\)](#) - Public holidays at the rate of double time.

Shift workers on other than continuous work for all time worked on a Sunday or public holiday will be paid at the rates prescribed by clause [6.1 \(y\) \(iv\)](#) - Public holidays of this Agreement.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.

Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.

The rates prescribed herein will be in addition to the shift premium prescribed in [6.1 \(aa\)\(6\)](#) hereof; provided that such rates will not be cumulative beyond twice the ordinary rate

(11) Where a relieving filtration plant operator on seven days shift work is rostered off duty on a holiday, such employee will be allowed a day off in lieu thereof at a time to be agreed between the parties concerned, or failing agreement will be allowed an additional day of annual leave.

(12) Shift provisions

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.

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.

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.

Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.

In the case of a junior working shift work the rate for calculation of shift allowance will be first year adult Child Care Worker.

## **6.2 Overtime (And) Work Performed on Saturdays, Sundays And Public Holidays**

### **6.2 (a) Full-time employees**

This clause will apply to all employees other than those Senior Executive Officers specified in [6.2 \(f\)](#)- specific conditions of employment, employees covered by the special engagement and shiftwork, provisions of clause [0](#) -

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.

6.2 (a) (i) Reasonable overtime

(1) Subject to clause [6.2 \(a\) \(i\)\(2\)](#), 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.

(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:

- Any risk to employee's health and safety;
- The employee's personal circumstances including any family responsibilities;
- The need of the workplace or enterprise;
- The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- Any other relevant matter.

6.2 (b) Overtime: employees other than physical/community services employees

The provisions of clause [6.2 \(b\)](#) 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 [6.2 \(g\)](#) hereof.

6.2 (b) (i) 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 [0](#) - 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 [6.1 \(p\)](#), will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.

6.2 (b) (ii) All time worked on a Saturday, other than by library employees who work a 35-hour week in accordance with the provisions of [6.1 \(t\) \(ii\)](#) of this Agreement, will be overtime and will be paid for in accordance with [6.2 \(b\) \(i\)](#) of this clause with a minimum payment as for three hours worked.

- Employees employed in a Municipal library who work a 35-hour week in accordance with the provisions of [6.1 \(t\) \(ii\)](#) of this Agreement 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.

6.2 (b) (iii) 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.

6.2 (b) (iv) All time worked on a public holiday as prescribed by this Agreement will be overtime and will be paid for with a minimum payment as for three hours work, at the following rate:

- (1) 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.
- (2) 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.

6.2 (b) (v) 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.

6.2 (b) (vi) 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.

- (1) 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 [6.2 \(g\)](#) or [6.2 \(h\)](#) 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.
- (2) Provided that where an employee is recalled to work in accordance with [6.2 \(g\)](#) and [6.2 \(h\)](#) of this clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until the employee has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

(3) 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.

6.2 (b) (vii) 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 council. Provided further that, at the discretion of the council, such equivalent time off may be taken consecutively with a period of annual leave.

6.2 (b) (viii) 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 [6.2 \(b\) \(xi\)](#), such an employee will be paid overtime for such duty in accordance with [6.2 \(b\) \(i\)](#) to [6.2 \(b\) \(iv\)](#) of this clause. Subclause [6.2 \(b\) \(vi\)](#) 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.

6.2 (b) (ix) 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.

6.2 (b) (x) 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 [6.1 \(v\) \(i\)](#), [6.1 \(v\) \(ii\)](#) and [6.1 \(v\) \(iii\)](#) of clause [0](#) - 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.

6.2 (b) (xi) 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 four weeks of the overtime being worked.

6.2 (b) (xii) Employees engaged at recreation centres

- (1) 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.
- (2) 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.
- (3) 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.
- (4) Time off in lieu

Provided that any council 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.

6.2 (c) Overtime – physical/community services employees

6.2 (c) (i) Except as otherwise provided by [6.2 \(g\)](#) of this Agreement

(1) All work performed in excess of or outside the employee's ordinary hours of duty as prescribed by clause [0](#) - Ordinary time hours of work, of this Agreement 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 [6.2 \(c\) \(iv\)\(2\)](#) of this clause, double time after Saturday noon:
- Double time all day Sunday.

(2) In computing overtime each day's work will stand alone.

(3) Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by clause [0](#)- Ordinary time hours of work, of this Agreement and for work performed outside this spread.

6.2 (c) (ii) 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.

6.2 (c) (iii) 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.

- (1) 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 subclause, be released after the completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- (2) 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 the employee 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.
- (3) Where an employee is recalled to work in accordance with [6.2 \(c\) \(iv\)](#) of this clause and such work does not exceed three hours, [6.2 \(c\) \(iii\)](#), [6.2 \(c\) \(iii\)\(1\)](#) and [6.2 \(c\) \(iii\)\(2\)](#) above, will not apply.

6.2 (c) (iv) An employee 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.

- (1) 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:
- 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.
  - 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.
- (2) 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 [6.1 \(y\) \(iv\)](#) - Public holidays for the first call-out and for the actual time worked at each subsequent call-out.
- (3) 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.
- (4) This subclause 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;  
And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in [6.2 \(d\) \(i\)](#) 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.
- (5) Employees on weekly standby in accordance with [6.2 \(i\) \(i\)](#) 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.
  - (6) 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.

6.2 (c) (v) 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 subclause will not be construed so as to include those employees who are required to live-in at an establishment other than their permanent home.

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

6.2 (c) (vii) 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.

6.2 (c) (viii) 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 four weeks of the overtime being worked.

6.2 (c) (ix) Rest periods and meal allowances on overtime

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.

- (1) 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.
- (2) 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.

- (3) 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.
- (4) 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.

#### 6.2 (d) Overtime child care workers

The provisions of clause [6.2 \(d\)](#) apply to all employees employed as child care workers.

- 6.2 (d) (i) Subject to [6.2 \(d\) \(iii\)](#) hereof, all work performed in excess of or outside the ordinary working hours prescribed by [6.1 \(y\)](#) of this Agreement will be paid for at the rate of time and a half for the first two hours on any day and at a rate of double time thereafter, such double time to continue until the completion of the overtime work.

- 6.2 (d) (ii) Rest period before recommencing work

- (1) 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.
- (2) Subject to the exception referred to in [6.2 \(d\) \(v\)\(2\)](#) hereof as to call-backs of less than three hours, when an employee finishes a period of work they will, subject to this subclause, be released until they have had eight consecutive hours off duty without loss of pay for their ordinary working time occurring during such absence.
- (3) If on the instructions of their employer, such an employee resumes or continues work without having had such eight consecutive hours off duty the employee will be paid at the rate of double time, 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.

6.2 (d) (iii) 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.

6.2 (d) (iv) 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 the employee ordinary time for the time reasonably occupied in travelling to and/or from their home.

6.2 (d) (v) Reasonable overtime

- (1) Subject to clause [6.2 \(d\) \(v\)\(2\)](#) an employer may require an employee to work reasonable overtime at overtime rates.

(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:

- (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.

(3) 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:

- 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.
- 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.
- For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

## 6.2 (e) Casual and permanent part-time employees

- 6.2 (e) (i) 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 [9](#) - Ordinary time hours of work of this Agreement and for work performed outside this spread.
- 6.2 (e) (ii) 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.
- 6.2 (e) (iii) 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 [9](#) - Ordinary time hours of work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.
- 6.2 (f) Senior Executive Officers (**Specific conditions overtime and meetings**)
- 6.2 (f) (i) The provisions of the overtime clause of this Agreement 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:
- 6.2 (f) (ii) 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 [9](#) - Ordinary time hours of work of this Agreement, 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.
- 6.2 (f) (iii) By agreement between the Officer and the council, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in [6.2 \(f\) \(v\)](#) hereof. At the

council's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.

6.2 (f) (iv) 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 0 - Ordinary time hours of work of this Agreement, 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 for all SEOs is \$71.51.

6.2 (f) (v) For the purpose of 6.2 (f) (iv), 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.

6.2 (f) (vi) Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside their ordinary hours of duty will, if the employee 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.

6.2 (g) 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 Agreement, and means that the designated employee, outside the normal spread of hours, will not proceed where the employee cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 7.4 (b) (iii) 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.

- 6.2 (h) Availability duty: employees other than physical/community services employees
- 6.2 (h) (i) Availability duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this Agreement, 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 the employee having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in clause [7.4 \(b\) \(iii\)](#) 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.
- 6.2 (h) (ii) Subclauses [6.2 \(g\)](#) and [6.2 \(h\)](#) 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 council'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 [6.2 \(g\)](#) of this clause when the actual time worked is less than one hour on each such occasion.
- 6.2 (h) (iii) Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.
- 6.2 (h) (iv) 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.
- 6.2 (i) Stand by duty – physical/community services employees
- 6.2 (i) (i) Stand by duty applies to designated Physical Community Services Employees covered by Bands 1 to 5 of this Agreement, 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.

6.2 (i) (ii) 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

6.2 (i) (iii) Provided that where employees are engaged under the special engagement and shift work provisions of clause [0](#)- 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

6.2 (i) (iv) 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.

6.2 (i) (v) Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.

6.2 (i) (vi) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in section [9.1](#)- Classification

and minimum rates of pay of this Agreement includes a stand-by allowance.

## 7 LEAVE AND RELATED MATTERS

### 7.1 Work and Family Responsibilities

#### 7.1 (a) Out of Hours Care Expenses

7.1 (a) (i) The employer, employees and their nominated representatives recognise that carrying out their duties (including training and attending meetings) at times outside of the normal hours worked for a particular position has a significant impact on employees with family responsibilities.

7.1 (a) (ii) The employer will reimburse expenses for the cost of childcare or dependent care as defined in Clause [7.1 \(b\)](#) in cases where the employee is compulsorily required to attend out of hours meetings or training as part of their Council duties.

7.1 (a) (iii) Application for reimbursement will be made to the relevant manager and must include proof of payment to a registered or non-registered service provider.

#### 7.1 (b) Family Leave

Employees may use any of their sick leave entitlement as family leave. For the purpose of this Agreement, immediate family shall include:

7.1 (b) (i) Spouse, including former spouse, or de facto spouse, of the employee. A de facto spouse means a person of same or opposite sex to the employee who lives with the employee as their life partner on a bona fide domestic basis.

7.1 (b) (ii) Child or adult child (including an adopted child, step-child or ex-nuptial child), parent, grandparent, grandchild, sibling of the employee or spouse of the employee.

7.1 (b) (iii) Any other person who normally resides in the employee's household and/or for whom the employee has a duty of care.

### 7.1 (c) Additional Family Leave

All employees shall be entitled to use any accumulated personal leave for the purpose of providing care to family members in accordance with the applicable provisions of this Agreement. If normal sick leave entitlements are exhausted, an additional five (5) days paid leave per annum (increasing the total to 17 days) for family purposes may be granted following the appropriate leave application procedures. The additional five (5) days sick leave is not cumulative.

## 7.2 Personal Leave

### 7.2 (a) Amount of personal leave

An employee, other than a casual employee or part-time employee who is in receipt of the allowance specified in [4.2 \(b\)](#) and [4.2 \(f\)](#), shall accrue personal leave on the following basis.

#### 7.2 (a) (i) Employees bands 1 to 5 (physical/community services)

- (1) One days leave for each month of employment in the first year of employment and three days bereavement/compassionate leave for each occasion.
- (2) Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

#### 7.2 (a) (ii) Employees other than physical/community services employees bands 3 to 8 and senior executive officers

- (1) One days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.

- (2) 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 council prior to having completed twelve months continuous service, the council 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.
- (3) Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.
- (4) Notwithstanding the foregoing provisions of this subclause 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.

7.2 (a) (iii) Child care workers

- (1) One days leave for each month of employment in the first year of employment and four days bereavement/compassionate leave for each occasion.
- (2) Fourteen days leave in the second, third and fourth years of employment and four days bereavement/compassionate leave for each occasion.
- (3) 21 days leave in the fifth and subsequent years of employment and four days bereavement/compassionate leave for each occasion.

7.2 (b) In all cases, personal leave is cumulative (any unused personal leave from one year carries over into the next).

- 7.2 (c) Personal leave accrues for the purpose of being absent due to the illness or injury of the employee themselves (called sick leave) or because of illness or injury affecting the employee's immediate family or household member (as defined) such that they need care (called carer's leave). Each leave type is further defined in this section.

### 7.3 What carer's and bereavement leave may be used for

- 7.3 (a) The entitlement to use bereavement leave/compassionate leave and carer's leave in accordance with this clause is subject to the person being either:

- (1) A member of the employee's immediate family; or
- (2) A member of the employee's household.

- 7.3 (b) The term **immediate family** includes:

- (1) 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 of the same or opposite sex to the first mentioned 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
- (2) A child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

- 7.3 (c) Using Personal Leave as sick leave

- 7.3 (c) (i) Where an employee is absent due to personal illness or injury they will notify the council 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 council during the ordinary hours of the first part of such absence the employee will inform the council within 24 hours of the commencement of such absence.

- 7.3 (c) (ii) 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 council may require a medical certificate to be furnished with respect to any absence.
- 7.3 (c) (iii) 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.
- 7.3 (c) (iv) A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.
- 7.3 (c) (v) 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 council 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.

The Council will:

- (1) 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
- (2) Grant such employee additional long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional long service leave will be taken at a time mutually convenient to the employee and council.

- (3) Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the council 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.

7.3 (c) (vi) Twenty days accumulated sick leave with respondents to this Agreement will be transferable between councils subject to the following conditions:

- (1) An employee's service between council's is continuous (breaks of two months' or less will be deemed not to break continuity).
- (2) The employee at the time of engagement produces a certificate duly certified by the previous employing council certifying the amount of sick leave accumulated to their credit, and the date upon which the last entitlement was credited to them.
- (3) 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.
- (4) Provided that an employee will not be entitled to have more than twelve days credited to them in respect of any twelve month period.

7.3 (c) (vii) Special rules about sick leave for physical and community services employees:

- (1) 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.

- (2) 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 the employee was credited prior to such termination of employment will, after their re-employment has continued for one month, again be placed to their credit.

7.3 (c) (viii) Special rules about sick leave for childcare employees:

- (1) In the event of an employee becoming sick and unfit for duty, a certificate of a legally qualified medical practitioner or a Statutory Declaration signed by the employee will be deemed to be satisfactory evidence of sickness, they will be entitled to use accrued personal leave as sick leave.
- (2) Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above on not more than three occasions in any one year of service.
- (3) Where the **one day** absences referred to in the provision in [7.3 \(c\) \(viii\)\(1\)](#) are not taken for a period of five years, an additional 40 hours' sick leave will be added to the employee's accrued entitlement.
- (4) Where an employee is absent due to personal illness or injury they, in order to be eligible for the payment of sick leave, will notify the employer, where practicable, of such absence, the nature of the illness and the expected duration of the absence either prior to, or within a reasonable interval of, their normal commencement time.
- (5) Provided that if it is not practicable to inform the employer as prescribed payment for sick leave will not be withheld until all reasonable steps have been taken to enable an employee the opportunity to give reason why notification was not given.

- (6) All employees are to be afforded an opportunity for such notification and be informed of the procedure to notify of an absence as provided in this subclause.
- (7) An employee who contracts, or believe they have contracted, one of the infectious diseases listed below must as soon as possible notify the employer of their contracting of the infectious disease:

- Chicken Pox (Varicella)
- German Measles (Rubella)
- Hepatitis
- Influenza
- Measles (Morbelli)
- Mumps
- Rheumatic Fever
- Scarlet Fever
- Whooping Cough

7.3 (d) Using Personal Leave as carer's leave

7.3 (d) (i) 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 accrued personal leave for absences to provide care and support for such persons when they are ill or injured or who requires care due to an unexpected emergency.

7.3 (d) (ii) The entitlements of casual employees are set out in clause [4.2 \(b\)](#).

7.3 (d) (iii) The entitlement to use personal/carer's leave is subject to the provisions of the National Employment Standards (NES).

7.3 (d) (iv) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- 7.3 (d) (v) 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.
- 7.3 (d) (vi) 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.
- 7.3 (d) (vii) [Each day or part of a day of carer's leave taken in accordance with 7.3 \(d\) \(i\)](#) is to be deducted from the amount of personal/carer's leave standing to the employee's credit.
- 7.3 (d) (viii) 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 \[7.3 \\(d\\) \\(iv\\)\]\(#\) and \[7.3 \\(d\\) \\(vi\\)\]\(#\) are met.](#)

- 7.3 (d) (ix) 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 Agreement.](#)

## 7.4 Unpaid Parental Leave

- 7.4 (a) Eligibility

- 7.4 (a) (i) Parental leave is available to eligible employees who are responsible for the care of a child and it is taken in association with the birth or placement of a child.

7.4 (a) (ii) Eligible employee means an employee with at least 12 months continuous service with Council immediately before the date of birth or placement of the child.

7.4 (a) (iii) Casual employees entitled to unpaid parental leave where the employee:

(1) has been employed by Council on a regular and systematic basis for at least 12 months<sup>3</sup>; and

(2) has a reasonable expectation of ongoing employment with Council.

7.4 (b) Definitions

For the purpose of this clause:

7.4 (b) (i) 'Partner' means spouse, de facto partner, former spouse and former de facto partner<sup>4</sup>.

7.4 (b) (ii) 'De facto partner' means a person who lives with the employee in a genuine domestic basis, although not legally married to the employee

7.4 (b) (iii) 'Child' refers to the birth of child to the employee or their partner, or to a child under the age of 16 years who is placed with the employee for adoption. It does not include the adoption of a child or step-child of the employee or of their partner. It does not include the adoption of a child who has previously lived continuously with the employee for a period of six months or more.

7.4 (b) (iv) Primary Caregiver means the person who takes primary parental responsibility for the care of a newborn or newly adopted Child. The Primary Caregiver is the person who meets the Child's physical needs more than anyone else.

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<sup>3</sup> 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)

<sup>4</sup> Except for leave relating to adoption, which does not apply to former spouses and partners.

7.4 (b) (v) Secondary Caregiver means the partner of the primary caregiver and a person who has parental responsibility for the Child but is not the Primary Caregiver.

7.4 (c) Entitlement

7.4 (c) (i) An employee is entitled to take up to 12 months parental leave.

7.4 (c) (ii) An employee and their partner are entitled to a maximum combined period of 24 months parental leave.

7.4 (c) (iii) Unpaid parental leave shall be taken in a continuous period.

7.4 (d) Evidence

7.4 (d) (i) Employees who make application for unpaid or paid parental leave, whether they are intending to be the primary or secondary-care-giver, are expected to provide evidence to substantiate their application.

7.4 (d) (ii) Council may require reasonable evidence of the actual or expected date of birth of a child (e.g. a medical certificate or a letter from a registered midwife) if the leave is birth related leave.

7.4 (d) (iii) Council may require reasonable evidence of the actual or expected date of placement of a child if the leave is adoption related leave.

7.4 (d) (iv) An employee who is pregnant must not work within 6 weeks before the expected date of birth or 6 weeks after the actual date of birth of the child without a medical certificate declaring the employee fit to do so.

7.4 (d) (v) Where the employee is intending to be the secondary-care-giver, that evidence should include information about the intended primary-care-giver following the birth or placement of the child.

7.4 (d) (vi) In all cases, the employee may be requested to set out the leave intended to be taken by their partner or spouse, if applicable.

7.4 (e) Time and notice of taking Parental Leave

- 7.4 (e) (i) Parental leave may commence up to 6 weeks before the expected date or birth, or earlier by agreement, or if supported by a certificate from a registered medical practitioner.
- 7.4 (e) (ii) Where the employee is not giving birth to the child, leave may commence from the date of birth or placement of the child.
- 7.4 (e) (iii) An employee shall provide Council with at least 10 weeks' notice of their intention to take parental leave (unless it is not possible to do so<sup>5</sup>), specifying the intended start and end dates.
- 7.4 (e) (iv) At least 4 weeks before the intended start date, the employee shall confirm the intended start and end dates and advise of any changes to the intended dates (unless it is not possible to do so).
- 7.4 (f) Where an employee's spouse or de-facto partner is also taking parental leave from their employer, the period where they are both on leave (paid or unpaid) is known as concurrent leave. The following rules govern concurrent leave:
- 7.4 (f) (i) The concurrent leave must not be longer than 8 weeks in total;
- 7.4 (f) (ii) The concurrent leave may be taken in separate periods, but each period must not be shorter than 2 weeks;
- 7.4 (f) (iii) The concurrent leave must not start before the date of birth or date of placement of the child.
- 7.4 (g) At the end of the end of the first period of parental leave, which is a period of up to 12 months, the employee may make certain requests.
- 7.4 (g) (i) The employee has the right to request:
- (1) An additional 52 weeks of unpaid leave;
  - (2) To return to work part-time until the child reaches school age;  
and/or

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<sup>5</sup> 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.

(3) To apply for an extension of the period of concurrent unpaid partner leave up to a maximum of 8 weeks.

7.4 (g) (ii) These requests, where genuinely based on the employee's parental responsibilities, can be made to their supervisor. The supervisor will consider the employee's circumstances, cost to Council of the requested arrangements, availability of adequate replacement staff, loss of efficiency and any adverse impact on customer service. The supervisor 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.

7.4 (g) (iii) The employee's request and the employer's decision made under this section must be recorded in writing.

7.4 (g) (iv) To provide certainty in the workplace Parental Leave applicants are asked to consider their overall leave requirements carefully and provide their supervisor with as much advanced notice as practical regarding the length of leave proposed. They are encouraged to advise their supervisor as soon as possible if they are seeking more than 12 months leave. 7 weeks prior to the date upon which the employee is due to return to work from parental leave is the minimum notice required to be given.

7.4 (h) Returning to work from parental leave

7.4 (h) (i) Upon returning from a period of parental leave, an employee is entitled to return to the position they held immediately prior to taking such leave (or if the employee had been transferred to a safe job, the employee will be entitled to return to the position they held immediately before such transfer).

7.4 (h) (ii) Should this position no longer exist, the employee may be appointed to a position for which they are suitably qualified and capable of performing, that is nearest in status and salary to their original

position. If there is no such position available, the employee will be entitled to redundancy in accordance with this Agreement.

7.4 (h) (iii) Employees returning from parental leave will be entitled to seek a review of their level within a band:

(1) Council recognises that employees on parental leave may, by virtue of their absence from work, miss out on benefits such as the annual progression within a band afforded by section [3.1 \(d\) \(i\)](#).

(2) Where an employee was not considered for progression within a band due to absence on a period of primary carer parental leave, that employee may request a review at a time:

- between their return to work; and
- their next work anniversary which triggers an annual review, during which their level within a band is considered;

(3) A review under this section may, depending on the circumstances, have the effect of:

- Bringing forward an employee's progression to the next level of the band, such that they do not have to wait for an anniversary date; or
- Progressing the employee more than one level within a band; or
- Maintaining the status quo if the review determines that the current band position remains appropriate.

(4) At all times, the criteria of section [3.1 \(d\) \(i\)](#) of this Agreement shall guide the employee and their leader.

(5) In general, an employee's absence from work on parental leave for all or part of a relevant review cycle must not disadvantage the employee in the employer's application of the progression criteria.

7.4 (i) Leave entitlements

Although the absence by parental leave does not break the employee's continuity of service, any period of unpaid leave will not count towards service when calculating entitlements such as annual leave, long service leave and sick leave.

#### 7.4 (j) Communication during parental leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Council shall take reasonable steps to:

- 7.4 (j) (i) 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
- 7.4 (j) (ii) 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.

#### 7.4 (k) Replacement employees

- 7.4 (k) (i) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 7.4 (k) (ii) Before Council engages a replacement employee Council must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 7.4 (l) Keeping in Touch Days

- 7.4 (l) (i) Keeping in touch days are optional. They allow an employee who is still on unpaid parental leave to go back to work for up to 10 days non-cumulative. This doesn't affect their unpaid parental leave entitlement.
- 7.4 (l) (ii) Keeping in touch days are taken as mutually agreed between an employee and their manager.
- 7.4 (l) (iii) This is a good way for employees who are caring for a baby or newly adopted child to stay up to date with their workplace, refresh their skills and assess return to work.
- 7.4 (l) (iv) Work on a keeping in touch day may include:
  - Participating in a planning day;

- Undertaking training; or
- Attending a conference.

7.4 (l) (v) Keeping in touch days can be worked:

- As a part day;
- One day at a time;
- A few days at a time; or
- All at once.

7.4 (l) (vi) A part day of one hour or more will count as one keeping in touch day and counts towards the 10 day limit.

7.4 (m) Transfer to a safe job

- (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 parental leave. The employee will receive the full rate of pay (for the position they were in before the transfer) for the hours that they work.
- (2) 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 (s81 of the Fair Work Act 2009).

**Illustrative Example:**

Sarah is a Maternal and Child Health Nurse who is advised by her doctor to avoid lifting more than 3kg due to complications arising in the course of her pregnancy. Sarah and her Coordinator, Jim, are able to devise a plan where she temporarily ceases conducting home visits (requiring her to carry more than 3kg of equipment) and sees clients in MCH centres only.

7.4 (n) Breast-feeding

- 7.4 (n) (i) The importance of breastfeeding for both mother and baby is recognised by this agreement. Council supports those employees who wish to breastfeed.
- 7.4 (n) (ii) Council will provide, where possible and practical to do so, facilities and the support necessary to enable working mothers, i.e. employees who are nursing, to balance breastfeeding responsibilities and work.
- 7.4 (n) (iii) This will occur through the provision of facilities and support, as follows:
- (1) Flexibility for nursing mothers to take lactation breaks during their workday by arrangement with their Team Leader/Manager.
  - (2) A clean, private room with power point, lockable door, comfortable chair, refrigerator, hand washing facilities and breast pump storage area.
  - (3) Provide appropriate breaks to breastfeed if the child is in nearby care.

## **7.5 Paid Parental Leave**

In addition to the entitlement to take unpaid parental leave conveyed by section [7.4](#) of this agreement, and the NES, this section outlines employees' entitlement to paid parental leave. The eligibility is the same as section [7.4](#).

### **7.5 (a) Primary Care-Giver Leave**

- 7.5 (a) (i) An employee who is the primary care giver upon the birth or adoption of a child is entitled to apply for 20 weeks leave at full pay.
- 7.5 (a) (ii) The entitlement to primary parental leave is separate to any entitlement the employee may have access to through the Commonwealth Government. Employees should make their own enquiries before deciding whether or not to apply for such a payment from the Commonwealth. The Council will comply with the decision and direction provided by the Commonwealth. At the time this

Agreement was made, the base entitlement for Commonwealth Paid Parental Leave was 18 weeks' pay at the National Minimum Wage.

- 7.5 (a) (iii) Primary parental leave is based on contracted weekly hours and shall therefore apply on a pro-rata basis for part time employees.
- 7.5 (a) (iv) Paid Primary Carer's leave may be taken at either full pay or half pay (exclusive of the Commonwealth payment, which must be paid at full pay).
- 7.5 (a) (v) Further to the rules about concurrent unpaid parental leave provided by section [7.4 \(f\)](#), paid parental leave assumes that a maximum of one parent takes on the role of 'primary-care-giver' and that a maximum of one parent takes on the role of 'secondary-care-giver'.

**Illustrative Example:**

Mark and Naseem both work for YRC. They are expecting their first child to be placed by their adoptive agency shortly. They know that they are both eligible for paid parental leave, so long as one is the primary care giver and the other the secondary care giver; at least for the purpose of this leave, they understand they cannot both be the primary care giver. For financial reasons, and because it suits their personal circumstances, Mark is nominated as the primary care-giver and Naseem the secondary.

- 7.5 (a) (vi) Superannuation payments on paid and unpaid primary-caregiver parental leave:
  - (1) For a maximum period of 52 weeks, Council will treat the paid, Commonwealth funded and unpaid leave taken by a primary-caregiver as ordinary time earnings for the purpose of attracting superannuation payments.
  - (2) Just as paid parental leave utilises an employee's contracted weekly hours for the purpose of calculating a week's pay, this clause calculates the superannuation that would apply to that weekly rate of pay, and applies it to unpaid periods of leave.

**Illustrative Example:** James works for YRC, and his partner, Amanda, does not. Amanda is pregnant with the couple’s first child. After the birth of their child Amanda becomes the primary caregiver and James takes 4 weeks of secondary-care-giver-leave, and then returns to work with YRC full-time. Over the coming weeks, Amanda doesn’t enjoy being the primary caregiver and her mental health starts to decline. On the advice of her GP, she decides that she will go back to work in a part time capacity and become the secondary caregiver. 4 weeks after returning to work, James applies to become the primary caregiver for the child. He is eligible for the primary-care-giver leave entitlement, less the 4 weeks of secondary-care-giver-leave he has already accessed. James will have his job or similar role waiting for him upon his return to the Council.

<b>Week #</b>	<b>Type of Leave</b>	<b>Leave amount calculation</b>	<b>Superannuation calculation<sup>6</sup></b>
1-20	Paid Parental Leave (20 weeks at full-pay)	\$500 per week x 20 weeks	Superannuation paid on Amy’s ‘normal’ weekly rate of pay (i.e. \$50 per week)
21-38	Commonwealth funded leave (18 weeks at minimum wage)	18 weeks at the national minimum wage	Superannuation paid on Amy’s ‘normal’ weekly rate of pay (i.e. \$50 per week)
39-52	Unpaid parental leave	No payment made on unpaid leave	Superannuation paid on Amy’s ‘normal’ weekly rate of pay (i.e. \$50 per week)

## 7.5 (b) Secondary Care-Giver Leave

7.5 (b) (i) Secondary Carer's leave of up to 4 weeks paid leave is available to an employee who is parenting a new born or adopted child but who is not the primary care giver.

**Illustrative Example:** James works for YRC, and his partner, Amanda, does not. Amanda is pregnant with the couple’s first child. After the birth of their child Amanda becomes the primary caregiver and James takes 4 weeks of secondary-care-giver-

<sup>6</sup> The rate of the superannuation guarantee is forecast to rise over the life of this Agreement. The numbers herein are indicative only.

leave, and then returns to work with YRC full-time. Over the coming weeks, Amanda doesn't enjoy being the primary caregiver and her mental health starts to decline. On the advice of her GP, she decides that she will go back to work in a part time capacity and become the secondary caregiver. 4 weeks after returning to work, James applies to become the primary caregiver for the child. He is eligible for the primary-care-giver leave entitlement, less the 4 weeks of secondary-care-giver-leave he has already accessed. James will have his job or similar role waiting for him upon his return to the Council.

- 7.5 (b) (ii) Any public or other statutory holiday that falls within the period of 4 weeks' paid secondary-care-giver-leave will be counted as paid leave.
- 7.5 (b) (iii) Secondary Carer's leave will be paid pro-rata for part time employees.
- 7.5 (b) (iv) Paid parental leave, when mutually agreed between the employer and the employee, may be taken at half-pay for double the duration
- 7.5 (b) (v) Secondary Carer's leave may commence at the earlier of:
- (1) If the employee's partner is giving birth to the child, 1 week before expected date of birth;
  - (2) If the leave is not birth related leave, the date of birth or date of placement of the child; or
  - (3) The date agreed between the employee and the Council.
- 7.5 (b) (vi) Secondary Carer's leave must be completed 12 months after the birth or placement of the child.
- 7.5 (b) (vii) Within those outer limits, the leave may be taken at any time as agreed between the parties in one single, continuous period.
- 7.5 (b) (viii) Where an employee later becomes the primary carer then any entitlement to paid or unpaid primary carer leave will be reduced by any paid / unpaid secondary leave taken.

- 7.5 (b) (ix) Noting that the circumstances necessitating a secondary care-giver becoming the primary care-giver are often sensitive, employees are obliged to give Council as much notice as possible when applying to change leave arrangements.

**Illustrative Example:**

Andrew (who works for YRC) and his partner, Jane (who does not), are expecting a baby on or around 1 October. Andrew had previously applied for, and had approved by his leader Kath, 4 weeks of secondary care giver paid parental leave commencing on 25 September, and ending on 23 October. Due to a change in Jane's working arrangements some 3 months before the leave takes effect, Andrew approaches Kath about converting that leave to primary care giver paid parental leave, which would enable him to be the primary care-giver, and Jane to return to work sooner. He sets the detail out in a statutory declaration. Kath appreciates the notice and supports the leave. Andrew is eligible for 20 weeks paid-primary-care-giver parental leave.

**Illustrative Example:**

Helen works for YRC, and her partner, Xi, does not. Xi is pregnant with the couple's first child. Helen was intending to take 4 weeks secondary-care-giver-leave while Xi took primary-care-giver responsibilities. Unfortunately, Xi is taken ill immediately following the birth of the child and is unable to fulfil the role of primary-care-giver. Therefore, 2-days into her leave, Helen amends her application for leave to become the primary-care-giver on the basis of Xi's treating practitioner's advice. Helen is eligible for 20 weeks paid-primary-care-giver parental leave less the 2-days of secondary-care-giver-leave taken (20 weeks in total).

7.5 (c) Pre-natal Leave

- 7.5 (c) (i) Full-time employees are entitled to take up to a maximum of 38 hours paid leave per 12-month period, to attend routine medical appointments relating to pregnancy.
- 7.5 (c) (ii) This leave applies to employees of all genders who intend to be the primary or secondary-care-giver of the baby. For the avoidance of doubt, this section means that the leave does not apply only to employees who are pregnant; an employee whose partner is

pregnant may access this leave to attend such appointments with their partner.

7.5 (c) (iii) This leave applies to part-time employees on a pro-rata basis.

7.5 (d) Pre-adoption and assisted reproduction leave

7.5 (d) (i) A full-time employee (whether an intended primary or intended secondary caregiver) is entitled to 5 days of paid pre-adoption or assisted reproduction leave.

7.5 (d) (ii) The leave applies on a pro-rata basis for part-time employees.

7.5 (d) (iii) This may be taken for the purpose of:

- (1) In the case of non-birth-related parental leave (i.e. adoption related leave): where the appointments are directly linked to the successful placement of the adoptive child (including for example, but not limited to, compulsory interviews or examinations necessary as part of the adoption procedure); or
- (2) In the case of IVF, surrogacy or egg donation required to become pregnant: the leave may be used for interviews, medical appointments or meetings relevant to the process being undertaken.

7.5 (d) (iv) The notice and evidentiary requirements of section [7.4](#) apply.

7.5 (e) Surrogacy leave

- (1) An employee who has completed at least twelve months service, prior to the expected date of birth of the child and who provides medical evidence of being a surrogate mother, will be entitled to a maximum of twelve weeks paid leave.
- (2) The employee may apply for a maximum of six weeks paid leave, prior to the birth of the child and can also apply for a maximum of six weeks post birth.

7.5 (f) Miscarriage Leave

- 7.5 (f) (i) An employee who would have been eligible for paid parental leave under this section, and who:
- (1) Experiences a miscarriage of a foetus they were carrying between 4-and 20-weeks gestation; or
  - (2) is that person's spouse or partner.
- 7.5 (f) (ii) Will be entitled to paid bereavement leave to assist in the physical and psychological healing required after such a loss to a maximum of 10 days for full-time employees (pro-rata for part-time employees).
- 7.5 (f) (iii) Where the pregnancy ends by way of miscarriage after 20 weeks the employee is entitled to special parental leave as outlined in section [7.5 \(g\)](#).

7.5 (g) Special Forms of Parental Leave

- 7.5 (h) (i) Still-birth, death during labour or death of infant during period of intended parental leave:

An employee who:

- (1) gives birth to a still born child (at or after 20 weeks gestation); or
- (2) gives birth to a live baby who subsequently dies, during or before the period of intended leave;

Will be entitled to:

- (3) Leave in accordance with section [7.5 \(a\)](#) if they were intending to be the primary-caregiver of the child; or
- (4) Leave in accordance with section [7.5 \(b\)](#) if they were intended to be the secondary-caregiver of the child.

- 7.5 (g) (ii) Discontinuation of placement of adoptive child

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.

7.5 (g) (iii) Death of mother during or relating to child-birth

- (1) Where a Council employee dies during or associated with childbirth (as verified in writing by the mother's doctor), Council will pay to the primary care giver for the child (assuming they are not an employee of the Council) any Parental Leave payment which was not paid to the deceased mother.
- (2) Where the deceased mother's partner is also a Council employee, and that employee seeks to immediately take Parental Leave to be the primary care giver to the child, the provisions of section [7.5 \(b\) \(viii\)](#) shall apply.
- (3) If the partner (who is not a Council employee) of a Council employee dies during or associated with childbirth (as verified in writing by the mother's doctor), and the employee is to become the primary care giver for the child, the provisions of section [7.5 \(b\) \(viii\)](#) shall apply .
- (4) The employee must notify Council as soon as possible of the amount of any payment received in respect of Parental Leave for the employee's partner.

7.5 (h) Illustrative Timeline of when and what leave entitlements are available

Without undermining the principles expressed in this section of this Agreement, that parental leave applies flexibly to people of all genders and irrespective of the way in which a person becomes a parent, for the ease of readability, the table below provides an indication of when and how the leave provisions indicated in this section may be used in the scenario of a female employee becoming a parent by giving birth to a healthy baby, and then becoming the primary-care-giver:

<b>'Phase' of parenthood / indicative timeline</b>	<b>Type of leave</b>	<b>For further information, see section:</b>
Planning parenthood	Assisted reproduction leave Miscarriage leave	<a href="#">7.5 (d)</a> <a href="#">7.5 (f)</a>
While pregnant	Pre-natal leave	<a href="#">7.5 (c)</a>
~12 weeks before the expected due date	Apply for paid and unpaid parental leave	<a href="#">7.4 (e)</a> and <a href="#">7.5</a>
~6 weeks before the expected due date	Can only continue working with medical guidance	<a href="#">7.4 (d) (iv)</a>
0-6 weeks before expected due date	Commences paid and/or unpaid parental leave (if eligible)	<a href="#">7.4 (e)</a> and <a href="#">7.5</a>
20 weeks after commencing leave (or 40 if leave taken at half pay)	Paid leave entitlement from Council exhausted. Commence Commonwealth funded leave, or unpaid parental leave	<a href="#">7.4</a> and <a href="#">7.5 (a) (ii)</a>
During the period of leave	Keeping in touch days enable the employee to participate in the workplace	<a href="#">7.4 (l)</a>
When the leave period is drawing to a close	The employee and their leader should discuss returning to work. The employee has the right to return to their pre-leave job (or similar), or to request more unpaid leave, or make a request for flexibility. Such requests must not be unreasonably refused.	<a href="#">7.4 (h)</a> and <a href="#">7.4 (g)</a>

## **7.6 Gender Transition Leave**

- 7.6 (a) Yarra Ranges Council encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.

- 7.6 (b) Gender Transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.
- 7.6 (c) Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 7.6 (d) An Employee with 12 months service or more (other than a Casual Employee) who commences living as a member of another gender is entitled Gender Transition Leave for the purpose of supporting the Employee's transition.
- 7.6 (e) Gender Transition Leave will comprise:
- (1) up to 4 weeks (20 days) paid leave for essential and necessary gender affirmation procedures; and
  - (2) up to 48 weeks of unpaid leave.
- 7.6 (f) Noting the sensitive nature of this leave, to the extent possible, the notice and evidentiary requirements of section [7.4](#) apply

## **7.7 Long Service Leave**

- 7.7 (a) An employee is entitled to thirteen weeks Long Service Leave with pay for each period of ten years of continuous service with Council, or combination of other approved service, and service with Council. The Long Service Leave entitlement for part time employees is calculated on a pro-rata basis.
- 7.7 (b) An employee may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service. After 7 years of continuous service, Long Service Leave will accrue at 1.9 hours per fortnight in accordance with this agreement (whichever is applicable) for a full time (38 hour week) employee on the completion of each fortnight's service. Hours for part-time employees will accrue on a pro-rata basis.

- 7.7 (c) An employee who has a Long Service Leave entitlement and who resigns or has their service terminated is to receive payment in lieu of the entitlement. Pay in lieu of Long Service Leave is to be calculated at the rate of one tenth of 13 weeks for each completed and partly completed year of service.
- 7.7 (d) An employee may take all or part of their Long Service Leave entitlement at any time which is mutually acceptable to the employee and their supervisor.
- 7.7 (e) The provisions of [the Local Government \(Long Service Leave\) Regulations 2012 \(Vic\)](#) or its successor shall apply to all employees.

## **7.8 Compassionate Leave**

- 7.8 (a) Compassionate Leave of three (3) days ([four days for Child Care Workers](#)) on each occasion may be granted in the event of the death of other person(s) of significance to the employee whether that other person(s) is a resident of Australia or not.
- 7.8 (b) Compassionate leave of up to five (5) days on each occasion may be granted to employees who are principally responsible for making funeral arrangements for the person(s) of significance or Executors of the Will.
- 7.8 (c) The term “other persons of significance” includes:
  - 7.8 (c) (i) partner, defacto spouse or former spouse of the employee. A defacto spouse means a person of same or opposite sex to the employee who lives with the employee as their life partner on a bona fide domestic basis;
  - 7.8 (c) (ii) a child or adult child (including an adopted child, step child or an ex nuptial child), parent, grandparent, grandchild, sibling of the employee or spouse of the employee; and
  - 7.8 (c) (iii) a close personal friend.

- 7.8 (d) An employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill or injured and the employee has already used the entitlement under [7.8 \(a\)](#).
- 7.8 (e) An employee is entitled to use unpaid leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill or injured if the employee has already used the current year's personal/carer's leave entitlement under [7.8 \(a\)](#) and no accumulated sick leave is available.
- 7.8 (f) Proof of death must be provided to the satisfaction of the employer if so requested.

## **7.9 Funeral Leave**

- 7.9 (a) Employees will have access to up to one day's paid leave on each occasion to attend the funeral of current, regular clients or customers, relatives and close friends. This provision does not relate to funerals of 'other persons of significance' which are catered for under the provisions of clause [7.8 \(b\)](#) (above).
- 7.9 (b) The actual time taken in each case shall be negotiated with the employee's immediate supervisor, based on the time and location of the funeral and other relevant factors.
- 7.9 (c) While reasonable time to attend a funeral, as set out above will not be withheld, Council reserves the right to require the employee to provide:
  - 7.9 (c) (i) Proof of the death of the person (e.g. a copy of the funeral notice);
  - 7.9 (c) (ii) Evidence of the nature of the employee's relationship with the person.

- 7.9 (d) A formal application for Funeral Leave must be lodged for each absence and the employee shall, wherever practicable, provide prior notice to their immediate supervisor of their intention to take leave, the reasons for taking such leave and the estimated period of their absence. If it is not practicable to give prior notice of absence, the employee shall notify their immediate supervisor of such absence at the first opportunity on the day of the absence, providing the required information.
- 7.9 (e) Part-time employees (permanent, temporary and casual) shall only be able to access paid Funeral Leave, in accordance with this clause, if they are rostered to work on a day on which a funeral occurs and they shall be paid for any absence during the rostered hours and up to their total rostered hours on such day only.

#### **7.10 Cultural and Ceremonial Leave**

- 7.10 (a) The employer, employees and their nominated representatives to this agreement recognise and value the cultural diversity of all employees and therefore shall provide the opportunity for employees who are required to observe days of cultural ceremonial and/or religious significance.
- 7.10 (b) Where attendance requires time away from work, employees will have an entitlement to access any accrued leave or time off in lieu.
- 7.10 (c) Alternatively the employee may elect to apply for up to ten days unpaid leave per annum, non-cumulative.

#### **7.11 Service with Emergency Services Organisations**

The Council supports employee involvement in emergency services organisations and will grant leave with pay to allow active participation.

- 7.11 (a) The employer agrees that where the emergency occurs outside of working hours and continues for a period in excess of 4 hours, the employee shall be entitled to a 10 hour break without loss of pay before re-commencing work in their normal position.

- 7.11 (b) An employee who participates in the Armed Forces Reserves, during their ordinary working hours will be granted leave with pay and will be reimbursed by the employer an amount equal to the difference between the amount paid in respect to their absence and the amount of wage they would have received in respect of ordinary time they would have worked had they not been absent.
- 7.11 (c) An employee will notify as soon as possible of the dates of absence. Further, the employee will give their employer proof of their attendance, the duration of such attendance and the amount received in respect of participation.
- 7.11 (d) An employee who participates in Defence Reserves shall be entitled to a 10 hour break without loss of pay before recommencing work.

#### **7.12 Leave Without Pay**

- 7.12 (a) All employees are eligible to apply to take Leave Without Pay for up to 52 weeks, subject to operational arrangements and return to the same position or be offered a similar position on return. Such leave shall require two (2) months' notice to the employer prior to the start of such leave and shall nominate a fixed return date.
- 7.12 (b) Consideration will be given in special circumstances for extended leave beyond 52 weeks.
- 7.12 (c) A minimum of one (1) month prior to recommencement of duties, the employee shall be contacted by the Council to make appropriate arrangements for their return to work including recommencement of duties, induction and training.
- 7.12 (d) On approval of Leave Without Pay, all leave entitlements will be suspended for the period of Leave Without Pay although continuity of service will be maintained. The employee needs to be aware of their responsibilities regarding superannuation commitments whilst absent and should seek advice from the relevant Superannuation Fund on the impact of unpaid leave on superannuation and death and disability benefits.

### **7.13 Leave Management Program**

- 7.13 (a) The employer, employees and their nominated representatives recognise that all employees will be strongly encouraged to take a total of four weeks annual leave each year. By agreement between the manager and employee, annual leave may be accumulated for special circumstances (e.g. overseas holidays), provided the employee takes a total of 2 weeks annual leave each year.
- 7.13 (b) Annual Leave will be given and taken in such period or periods and at such a time or such times mutually convenient to the employer and employee. The employer will not refuse any reasonable request for annual leave.
- 7.13 (c) Employees that accrue an excess annual leave balance will develop in conjunction with their manager a Leave Management Plan. This plan will include mutually agreed dates the excess annual leave will be taken.
- 7.13 (d) For the purpose of this section, the term “excess annual leave” shall be defined as 18 months’ worth of leave. For most employees, this is 6 weeks (228 hours for full-timers, pro-rata for part-timers).

### **7.14 Cash Out of Excess Annual Leave**

- 7.14 (a) For the purpose of this section, the term “excess annual leave” shall be defined as two-years’ worth of leave accrual. For most employees, this is 8 weeks (304 hours for full-timers, pro-rata for part-timers).
- 7.14 (b) Employees with an excess annual leave balance may request to cash out excess annual leave provided that:
- (1) the employee makes a commitment to take a total of four weeks accrued annual leave (two of which must be consecutive); and
  - (2) the employee retains a balance of 4 weeks or more accrued annual leave.

7.14 (c) Any payment made under this clause will require a signed acknowledgement that the payment sought has been made by Council and that the annual leave balance has been reduced by an amount equal to that payment.

### **7.15 WorkCover**

7.15 (a) The employer is committed to providing support to all employees that are on WorkCover. During the first 12 months of total/partial incapacity the employer must:

- Develop and comply with return-to-work program;
- Monitor and evaluate the rehabilitation program;
- Formally evaluate the rehabilitation program with the employee;
- Comply with the Council's rehabilitation policy;
- Ensure up to date medical certificates/Certificates of Capacity;
- Liaise with insurers re up to date medical assessments;
- Consult with the employee;
- Act in accordance with appropriate medical advice.

7.15 (b) The employee on WorkCover must:

- Reasonably comply with return-to-work program;
- Actively participate in the rehabilitation program;
- Reasonably comply with the Council's rehabilitation policy;
- Produce up to date medical certificates/Certificates of Capacity;
- Act in accordance with appropriate medical advice.

7.15 (c) The rehabilitation program will consist of but not limited to the following:

- Vocational Assessment;
- Training and Development Plan;
- Secondment to a suitable position/s;
- Employee Assistance.

## 7.16 Accident Make-up Pay

- 7.16 (a) Make-up pay is the difference between the weekly compensation paid under the [Accident Compensation Act 1985](#) or the [Workplace Injury Rehabilitation and Compensation Act 2013](#) and the pre-injury weekly earnings. The employer will pay up to 39 weeks of make-up pay to an employee who has an accepted workers compensation claim.
- 7.16 (b) 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](#).
- 7.16 (c) 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 Agreement rate or in the case of a part-time employee the pro rata Agreement rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said Agreement or pro rata rate for that period.
- 7.16 (d) An employer will pay or cause to be paid accident pay as defined in [7.16 \(c\)](#) 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.
- 7.16 (d) (iii) Child Care Workers will receive the same provisions as in [7.16](#) above, except they are entitled to an accident make up pay period of 39 weeks in the aggregate.

- 7.16 (e) 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.
- 7.16 (f) 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.
- 7.16 (g) Notwithstanding the provisions of this clause:
- 7.16 (g) (i) 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.
- 7.16 (g) (ii) [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.](#)

### **7.17 Discretionary Leave**

Any employee may apply to the relevant Director to access paid Discretionary Leave for the following circumstances:

- 7.17 (a) An employee has leave entitlement to access paid leave in the event of a serious illness, e.g. Cancer, heart condition. Employees seeking special sick leave must apply in writing to the appropriate Director. The application must include an explanation of the serious illness, expected duration of their absence and if required, confirmation from the treating practitioner.
- 7.17 (b) In accordance with Clause [4.11 \(a\)](#) an employee experiencing family violence.
- 7.17 (c) Where the employee encounters situations of hardship; and
- 7.17 (d) Other family and carers responsibilities not covered in the terms of this Enterprise Agreement.

Approval of Discretionary Leave will not be unreasonably withheld.

### 7.18 Medical Certificates

7.18 (a) For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner (refer to definitions) will be required. In addition, if any absence is either the working day before or the working day after a rostered day off, annual/long service leave or public holiday, an employee will be required to provide a medical certificate.

7.18 (b) Manager/supervisors may request a medical certificate at any given time, however employees must provide a medical certificate from a duly qualified medical practitioner for any sick leave beyond any 5 days (whether single or consecutive) within a leave year.

7.18 (c) In the event of an employee requiring Personal Leave they will be entitled to full pay when:

7.18 (c) (i) Certified as such by a registered medical practitioner or a registered health practitioner acceptable to the employer; or

7.18 (c) (ii) If required by the employer, giving the employer evidence that would satisfy a reasonable person that the leave is taken because the employee is not fit for work because of personal injury or illness affecting the employee;

7.18 (c) (iii) Producing a statutory declaration signed by the employee with respect to absences. The Council reserves the right to accept or reject the statutory declaration.

7.18 (d) Definition:

**Duly Qualified Medical Practitioner** - means a doctor/GP, specialist, dentist, physiotherapist, counsellor, psychologist, homeopaths etc., who is a state registered health practitioner.

## 8 PROVISIONS APPLYING TO SPECIFIC GROUPS OF EMPLOYEES

### 8.1 Schedule 1 - Infrastructure Maintenance, Parks and Bushland Work Teams

#### 8.1 (a) Application

These arrangements shall apply to all employees in the above Work Teams.

#### 8.1 (b) Work practice and employment conditions initiatives

##### 8.1 (b) (i) Work Location

- (1) To facilitate flexibility in the arrangement of work to maintain service quality, employees, in providing services to the community, may by agreement between the employer, employees and their nominated representatives from time to time be required to commence and/or finish from locations or depots other than their normal starting point and/or may be rotated across a range of work functions subject to an employee's skill, competency and training.
- (2) The above clause shall not be used to reduce the skills or value of a particular work function, employee, or position description classification.
- (3) To this end, Council acknowledges that the above clauses recognise the need from time to time for both on and off the job training (formal/informal) to enhance the competencies of its employees to have the capacity to perform a wider range of responsibilities where appropriate or by agreement. For any training program required by Council, there will no expense to the employee for attending such training program.

- (4) Employees may be required to commence duties and/or finish work at alternative locations as directed. In the event an employee is directed to work at another location other than their normal starting point as covered in clause [8.1 \(b\) \(i\)\(1\)](#) the employee will be supplied with transport or with access to a Council vehicle to travel to and from that location. Additional travelling will be included in the ordinary hours. Nothing in this clause shall be used to disadvantage an employee either in a financial or time sense.
- (5) Provided that, where it is practicable to do so, employees shall receive 24 hours verbal notice of change.

8.1 (b) (ii) Spread of Hours

- (1) The spread of ordinary hours of duty of employees (excluding the Street Sweeper Operators) shall be worked between 6.00am and 6.00pm Monday to Friday inclusive.
- (2) The spread of ordinary hours for the Street Sweeper Operators shall be between midnight and 5.30pm, Monday to Friday inclusive.
- (3) Provided that, by agreement between the employer, employees and their nominated representatives, the ordinary hours of duty may extend beyond the hours provided for in [8.1 \(b\) \(i\)\(1\)](#) and [8.1 \(b\) \(i\)\(2\)](#) of this clause.

8.1 (b) (iii) Hours of Work

- (1) The ordinary hours of work will be 38 hours per week, 76 hours per fortnight, and 152 hours per 4-week period. The normal working day will be 7.6 hours; however the ordinary hours of work may be rostered in such a way as to allow the continuance of the working of a nine day fortnight work cycle (i.e. 8.44 hours per day).

- (2) Rostered days off may be accumulated to a maximum of ten (10) days or as otherwise agreed between the employer, employees and their nominated representatives.

8.1 (b) (iv) Flexible Time

In the interests of flexibility and productivity an employee or group of employees and their Supervisor may negotiate arrangements to deliver specific projects, including seasonal work demand, based on time banking, logical completion or overtime. These arrangements are subject to the approval the Supervisor and must deliver cost or resource efficiency in the delivery of the service and meet Occupational Health and Safety requirements.

8.1 (b) (v) Time in Lieu

In the interests of flexibility and productivity (e.g. logical completion of works) up to ten (10) ordinary hours may be worked in any one (1) day and taken as time in lieu at an agreed time between the employer, employees and their nominated representatives. Time not taken within one (1) month of the accrual date shall be paid out at appropriate penalty rates. No more than three (3) consecutive ten (10) hour days can be worked in any one (1) week.

8.1 (b) (vi) Rates of Pay

- (1) Employees currently on annualised salary arrangements will retain these arrangements.
- (2) Other and new employees will be paid in accordance with the Classification and Section [0](#) rates of pay contained in this agreement.

## 8.2 Schedule 2 - School Crossing Supervisors

### 8.2 (a) Application

These arrangements shall apply to all employees of the Yarra Ranges Shire Council School Crossing Supervisors.

### 8.2 (b) Annualised Salary

#### 8.2 (b) (i) Annualised Salary 44/52 Model of Employment

Permanent Part Time employees shall be paid an annualised salary over 52 weeks but calculated at 44 weeks of the year as specified in the Employee Classifications list below.

Annualised Salary includes:

- (1) Thirty eight (38) weeks School Terms (inclusive of sick leave)
- (2) Four (4) weeks annual leave
- (3) Ten (10) days Public Holidays (if they fall on your normal work day)
- (4) Seven (7) weeks school holiday leave
- (5) Five (5) Pupil Free days (if they fall on your normal work days)

### 8.2 (c) Employee Classifications

School crossing supervisors are classified by the following arrangement:

- (1) Appointed to a level within Band 1 (A-E) according to the progression rules of this Agreement;
- (2) Plus casual loading, if the employee is a casual employee;
- (3) Plus any entitlement to allowances, such as industry allowance;
- (4) Minus an allowance for the purchased leave / model of employment / annualised salary arrangement described above.

8.2 (d) Relief Arrangements

Any Permanent Part Time Supervisors working at a school crossing which operates less than 40 weeks a year (e.g. Private Schools) will be required to be available as a Reliever to cover other crossings.

8.2 (e) Curriculum Days

Permanent Part Time employees must be available to relieve at other crossings if they have a curriculum day.

8.2 (f) Sick Leave/Carers Leave

8.2 (f) (i) Permanent Part Time employees will be entitled to sick leave at a rate of 12 days per year.

8.2 (f) (ii) A Medical Certificate will be required:

- (1) for any sick leave/carers leave exceeding 3 days; and
- (2) immediately before or after a public holiday.

8.2 (g) Payment of Long Service Leave and Annual Leave on Termination

On termination the employee will be paid any Long Service Leave and Annual Leave entitlements at the full rate of pay.

8.2 (h) Travel Allowance – Relief Staff

Effective from approval of this Enterprise Agreement with the Fair Work Commission, where an employee travels more than 15 kilometres to and from their place of residence to relieve a school crossing, they will be paid the travel allowance amount for travel exceeding 15 kilometres. This will be paid from their place of residence to a job and return.

### 8.3 Schedule 3 – Home Carers

#### 8.3 (a) Application

These arrangements shall apply to all Home Carers of the Community Support Services Department.

#### 8.3 (b) Definitions:

**General Care** – means the range of domestic duties of regular or cyclical nature which the client cannot physically manage themselves and includes the monitoring of the client’s wellbeing and other circumstances.

**Personal Care** – means the provision of assistance with showering/toileting, exercise or therapy programs, monitoring of self medication, limited nail care, shaving, hair care & grooming and other tasks.

**High Level Personal Care** – means a level of Personal Care which requires a greater level of skill and experience of the Carer, more support and monitoring from the Team Leader and regular review of the care plan to ensure the client is appropriately supported as their needs continue to change.

**Respite Care** – means the provision of assistance to Carers of frail older people and those with a disability, to enable them a “break” from their caring responsibilities. It requires the Carer to respond to particular needs of the individual whilst organizing enjoyable, age appropriate activities either in the home or within the community.

**Job** – means client contact time, excluding travelling time between jobs.

#### 8.3 (c) Multi Skilling and Training

8.3 (c) (i) All employees will be required to carry out the full range of duties required by the employer, provided that the duties are within the limits of the employee’s skills, competence and training.

8.3 (c) (ii) All employees shall use such equipment as may be required, provided the employee has been properly trained in the use of such equipment.

- 8.3 (c) (iii) The employer shall provide and maintain so far as practicable for employees a working environment that is safe and without risks to health.
- 8.3 (c) (iv) All employees shall work within a safe manner and will report any unsafe work sites and critical incidents to the employer without delay. Employees shall receive from the employer relevant training on Occupational Health & Safety.
- 8.3 (c) (v) All employees shall be encouraged to undertake specialist skills training, which may be provided both on and off-the-job.
- 8.3 (c) (vi) All employees will be required to attend mandatory training pertaining to First Aid, CPR, Manual Handling and other skills expected as a minimum to achieve the required duties.
- 8.3 (c) (vii) An employee, who is required by the employer to undertake off-the-job training, while rostered to work, shall be paid for this training. The employer shall also be liable for the course fees.
- 8.3 (c) (viii) Job rotation will assist employees to develop new skills, maintain and/or improve existing skills and increase the employee's capacity to perform a wider range of responsibilities, provided that the job rotation shall not be used to reduce the skills or value of a particular work function.
- 8.3 (c) (ix) Attendance by employees at approved training programs will be paid for at the appropriate General Care hourly rate as specified in Section [9](#).
- 8.3 (d) Hours of Duty
- 8.3 (d) (i) Spread of Hours
- The spread of hours of duty will be between the hours of 7.00 am and 7.00 pm on Monday to Friday (both inclusive), with the exception of Public Holidays.
- 8.3 (d) (ii) Minimum Hours

- (1) The employer guarantees each permanent employee a minimum number of hours work (including travelling time) in every two (2) week roster cycle provided an employee does not refuse any reasonable offer to work. A range of guaranteed hours have been negotiated with employees predominantly based on their availability per week, ranging between zero and forty hours per fortnight. The employer will only reduce the number of hours work guaranteed to an individual employee when the employee requests to change their total weekly working hours or informs the employer that they cannot undertake 4 hours of domestic assistance per working day. When reducing guaranteed hours, the amount of minimum hours that will be guaranteed will be calculated according to the formula detailed below (section [8.3 \(d\) \(ii\)\(5\)](#)).
- (2) The minimum payment for a single job is 1 hour's pay at the appropriate task rate.
- (3) A single job is where there is:
  - A break of 1 hour or more after the first job of the day or,
  - A break of 1 hour or more before the last job of the day.
- (4) The minimum payment for an adjacent job is half an hour at the
  - appropriate task rate. Adjacent jobs are jobs where there is a break of
  - less than 1 hour between jobs.
- (5) When the employer considers a reduction in guaranteed hours is justified (due to an employee requesting a reduction to their weekly working availability or being unable to undertake domestic assistance), then the payment of guaranteed hours will be based on section [8.3 \(d\) \(i\)](#) 'Spread of Hours' and the availability of employees to meet the demands of the business by being able to undertake domestic assistance work.

- (6) The number of guaranteed hours that will be agreed with individual employees will be based on the employee's availability to work across all job categories (i.e. domestic assistance, personal care, respite, individual social support) and their ability to deliver 4 hours of domestic assistance per day within their availability between the hours of 9am-5pm. Employees and management will negotiate the number of hours an employee will be available between 9am-5pm to ensure 4 hours of domestic assistance can be delivered. Management will seek to minimise the span of hours employees are required to be available to achieve 4 guaranteed hours.
- (7) No more than 4 hours of domestic assistance will be allocated in a single day unless agreed with the employee. Efforts will be made to minimise the total number of domestic assistance jobs rostered each day to achieve 4 hours.
- (8) Negotiation of an increased number of domestic assistance jobs can be undertaken by the employee with their line manager. This is not expected and will be given careful consideration to ensure the health and wellbeing of the employee.
- (9) Guaranteed hours are based on the above conditions and availability as follows:

<b>Number of days per week able to deliver 4 hours of domestic assistance between 9am and 5pm</b>	<b>Guaranteed Hours Per Week</b>	<b>Guaranteed Hours Per Fortnight</b>
1	4	8
2	8	16
3	12	24
4	16	32
5	20	40

8.3 (d) (iii) Agreed Hours

- (1) The hours to be worked by each employee will be agreed between the employee and the employer from time to time including:
  - the hours to be worked each day;
  - which days of the week the employee will work and;
  - the actual starting and finishing times each day.
- (2) The agreed hours to be worked will be set out in the roster for each roster cycle in accordance with submitted availability forms.

8.3 (d) (iv) Variation to Agreed Hours of Work

(1) Variation to Agreed Hours

Employees' agreed hours may be varied to make up their minimum number of hours over each roster cycle, for example, hours may be varied to make up for a cancelled job.

Employees may elect to accept the varied hours offered or agree to a reduction in hours for the particular roster cycle. If an employee elects to accept a reduction in hours, they will only be paid for the actual hours worked for that roster cycle. The alternative job will be in accordance with employee's availability.

(2) Work Outside the Normal Spread of Hours

If an employee is offered varied hours of work to make up their minimum number of hours over a roster cycle and the varied hours are either all, or in part outside the normal spread of hours, the employee will have the hours worked within the normal spread of hours paid at ordinary rate. For all hours worked outside the normal spread of hours the employee shall be paid in accordance with Section 0 of this Enterprise Agreement.

8.3 (d) (v) Additional Hours of Work

(1) Work within Normal Spread of Hours

It is not compulsory for an employee to accept additional hours of work offered to them over and above their agreed hours per roster cycle. If an employee accepts additional hours of work, they are agreeing to work the additional hours at their ordinary rate of pay.

(2) Work Outside Normal Spread of Hours

If an employee accepts additional hours of work which are either all, or in part outside the normal spread of hours, the hours worked within the normal spread of hours will be paid at ordinary rate. For all hours worked outside the normal spread of hours the employee shall be paid in accordance with Section [0](#) of this Enterprise Agreement.

8.3 (d) (vi) Work Performed on Saturdays, Sundays and Public Holidays

Section [0](#) penalty rates will apply for all work performed on Saturdays, Sundays and Public Holidays in accordance with Section of this Enterprise Agreement.

8.3 (d) (vii) Rosters and Weekend Leave Without Pay Provisions

Employees will advise the employer of their availability to work, including weekends on a six monthly basis. Employees will also advise the employer as soon as possible of any proposed changes to their roster. To accommodate variations to weekend roster arrangements due to unforeseen circumstances, employees are eligible to apply for up to 8 single days Leave Without Pay (Saturdays and Sundays only). This is providing that the employee does not have any accrued excess annual leave.

8.3 (d) (viii) Timesheet

An employees' timesheet will become the written record of any agreed variation to their ordinary hours of work.

8.3 (d) (ix) Agreed Hours Outside Normal Spread of Hours

All agreed hours worked outside the normal spread of hours shall be paid at penalty rates in accordance with the provisions of Section 0 of this Enterprise Agreement.

8.3 (d) (x) Leave and Superannuation Entitlements

The actual hours of work (exclusive of any penalty rates), up to a maximum of 38 hours per week, shall be recognised at the ordinary rate of pay for the purpose of sick, annual and long service leave and for Superannuation purposes.

8.3 (e) Rates of Pay

8.3 (e) (i) Permanent Part Time Employees

- (1) All employees shall be appointed to the “General Care/Personal” classification effective 1 October 2021 the hourly rates of pay for each of the categories from this date will be as follows:

CATEGORY	LEVEL				
	A	B	C	D	E
General/Personal Care	\$30.46	\$30.78	\$31.13	N/A	\$31.40
Respite Care/High Level Personal Care	\$31.45	\$32.05	\$32.71	\$33.23	\$33.59

- (2) Employee increment level will be based on years of service as determined by the commencement date of employment as Home Carer.
- (3) Progression along a band will be in accordance with the provisions of Section [3.1](#) of this Enterprise Agreement.

8.3 (f) Casual Employees

Casual Employees employed in accordance with the provisions of [4.2 \(e\) \(ii\)](#) of this Enterprise Agreement will receive the following hourly rates of pay for each of the categories effective date to be advised:

<b>General/Personal Care</b>	Band 2A	\$30.46
<b>Respite Care/High Level Personal Care</b>	Band 3A	\$31.45

In addition to the above rates of pay Casual Employees shall be paid 25% loading in accordance with the provisions of [6.1 \(y\) \(i\)\(5\)](#) of this Enterprise Agreement.

8.3 (g) All Employees

8.3 (g) (i) Employees will work across all the job categories based on the employee's skills, competence and training

8.3 (g) (ii) Pay increases shall be in accordance with clause [8.3 \(e\) \(i\)\(1\)](#) of this Enterprise Agreement.

8.3 (h) Travel Allowance

8.3 (h) (iii) Where, by arrangement with the employer, an employee provides their own mode of conveyance for travel between jobs, the employee will be paid a Travel Allowance in accordance with the following clauses. For a single job in a day of less than 3 hours duration the employee will be paid the Travel Allowance for travel from the employees' place of residence and return.

8.3 (h) (iv) Employees shall be compensated for travel time for a total of 15 minutes (up to 15kms) or 30 minutes (over 15kms) at the General Care/Personal Care "E" rate for each period of travel between clients (refer to Clause [8.3 \(e\)](#) of this Schedule).

8.3 (h) (v) An employee who works a split shift of 1 hour or more between jobs (excluding gaps that result from the employee making themselves "unavailable" for work), will be paid a Travel Allowance of 78 cents per kilometre. This allowance will be paid from the first job to the

employee's place of residence; and from the employee's place of residence to the next job. This may occur on more than one occasion in a day.

8.3 (h) (vi) Where employees travel more than 20 kilometres to and from their place of residence to a job/s, they will be paid the Travel Allowance amount for travel exceeding 20 kilometres. This will be paid from their place of residence to a job/s and return provided the job/s does not exceed 3 hours duration.

8.3 (i) Job Cancellations

8.3 (i) (i) Employees not given at least 12 hours prior notice of the cancellation of any job will be paid at the full rate in accordance with Clause [8.3 \(e\)](#).

8.3 (i) (ii) The replacement job should be within a similar timeframe as the cancelled job wherever possible within the employees' availability.

8.3 (i) (iii) Where employees report for duty at the client's home, or are in transit to the job, payment shall be made for the full amount, which the employee would have received if engagement had been undertaken.

8.3 (i) (iv) It is the responsibility of the employee to advise the Direct Care Office if the client does not appear to be home.

8.3 (j) Additional Payment

An additional payment of 30 minutes per week will be paid to all employees to cover office visits, meetings and phone calls.

Any claims for additional time will be considered by the Area Coordinator.

8.3 (k) Mobile Telephones

All employees will be provided with a basic mobile phone for work related purposes. It is agreed that all employees will carry the mobile phones whilst on duty.

8.3 (l) Infectious Diseases & Other Illnesses

In the event that an employee contracts an infectious disease or other illness as a result of contact with an infected client, the employee will be granted an additional 2 days' sick leave. Infectious diseases are outlined in Clause [7.3 \(c\) \(viii\)\(7\)](#) of this Enterprise Agreement.

8.3 (m) Vehicle Excess Insurance

In the event of an employee being involved in a motor vehicle accident during working hours, excess insurance will be covered by the employer, providing the employee has full comprehensive insurance.

## 8.4 Schedule 4 - Cultural Facilities Teams

### 8.4 (a) Application

These arrangements shall apply to all employees of the Cultural Facilities Work Teams.

### 8.4 (b) Relationship to Parent Agreement

These “Specific Conditions of Employment” shall be read and interpreted in conjunction with Clause [6.1 \(v\) \(i\)](#) of this Enterprise Agreement.

### 8.4 (c) Spread of Hours

The ordinary hours of duty are as follows:

#### 8.4 (c) (i) Monday to Friday (both inclusive)

between the hours of 8.30am and 8.30pm. Hours worked between 8.30pm to 11.00pm will be paid at time and a half. All work before 8.30am and after 11.00pm will be paid at double time.

#### 8.4 (c) (ii) Saturday

between the hours of 9.30am and 6.30pm. Hours worked between 8.00am and 9.30am, 6.30pm and 9.30pm will be paid at time and a half. All time worked before 8.00am and after 9.30pm will be paid at double time.

#### 8.4 (c) (iii) Sunday

Between the hours of 10.00am to 5.00pm with all hours worked outside the spread will be paid at double time.

### 8.4 (d) Emergency Call Out

Employees called out to attend Emergency situations will be paid a minimum of 3 hours overtime in conjunction with the provisions of clause [8.4 \(c\)](#) of these Specific Conditions of Employment.

### 8.4 (e) Length of Shifts

The minimum shift requirement is 1 hour, however rostering of staff for 1 hour shifts will be avoided wherever possible.

## **8.5 Schedule 5 - Maternal Child Health Nurses, Mental Health and Immunisation Nurses**

### **8.5 (a) Application**

These arrangements shall apply to all Maternal and Child Health Nurses, Mental Health Nurses and Immunisation Nurses employed by the Yarra Ranges Shire Council.

### **8.5 (b) Modern Award**

The following sections of this Schedule [8.5](#) are taken from the [Nurses \(ANMF—Victorian Local Government\) Award 2015](#) incorporating all amendments up to and including 1 July 2021 ([PR729395](#) and PR729576).

As a matter of word processing and document formatting the Award's table of contents, paragraph numbering conventions and some styles of expression have been modified. In almost all cases, the word "award" has been changed to "schedule".

Some sections have been removed altogether on the basis that the sections were only necessary as a Modern Award, and have no work to do as a Schedule of an Enterprise Agreement, or because they provide inferior terms and conditions of employment to that provided elsewhere in this Agreement. For transparency, where a section has been removed, its text has been replaced with the word "removed".

## **Part 1—Application and Operation**

### **1. Title**

This award is the *Nurses (ANMF –Victorian Local Government) Award 2015*.

### **2. Coverage**

Removed

### **3. Commencement**

Removed

### **4. Definitions**

**4.1** In this schedule, 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

**Credentialed Mental Health Nurse** means an employee who holds current registration as a Division 1 nurse on the Australian Health Practitioner Regulation Agency (AHPRA) and is also registered with the Australian College of Mental Health Nurses (ACMHN), and holds a post graduate qualification in Mental Health Nursing.

**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:

- 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; and
- 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 considered

**Former award** shall mean the Nurses (ANF Victorian Local Government) Award 1993 [AW790808 Print L2988] of the Australian Industrial Relations Commission and/or the former Nurses (ANF Victorian Local Government) Award 2002

**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

**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

**Occupational health nurse (sole)** shall mean a registered nurse engaged in connection with any industrial or commercial undertaking and who is employed to take charge of a medical centre and all matters concerned with the occupational health, medical and nursing services.

**Occupation health nurse supervisor** shall mean a registered nurse engaged in connection with any industrial or commercial undertaking and who supervises the work of nursing personnel in the occupational health department or departments within the undertaking.

**Registered nurse (not elsewhere classified)** shall mean a person whose name appears in any section of the Register maintained by the Australian Practitioners Regulation Authority, excluding a Maternal and Child Health Nurse as defined. Such classification would include head lice and scabies nurse.

**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 schedule refers to a condition of employment provided for in the NES, the NES definition applies.

## **5. Access to the schedule and the National Employment Standards**

The employer must ensure that copies of this schedule 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 schedule**

The NES and this schedule contain the minimum conditions of employment for employees covered by this schedule. 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**

Removed

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation**

Removed

### **9. Dispute resolution**

Removed

## **Part 3—Employer and Employees' Duties, Employment Relationship and Related Arrangements**

### **10. Types of employment**

#### **10.1 Employment categories**

Employees under this schedule 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 schedule.

#### **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 schedule 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 (or part-time) 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**

Removed

#### **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 schedule or the NES, an amount not exceeding the amount the employee would have been paid under this schedule 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.

#### **Part 4—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 [Removed]**

**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 [Removed]**

#### **13.5 Coordinator Maternal and Child Health Service**

- a) A Coordinator shall be a qualified Maternal and Child Health Nurse and shall be paid a rate of Registered Nurse 4th year plus 10%. The Coordinator will also be entitled to the appropriate higher qualifications allowance.
- b) The position will be a full time position with full duties and responsibilities defined in accordance with the Community Support Services Unit.

#### **13.6 Team Leader Enhanced Maternal and Child Health and Clinical Practice Lead**

The 'Team Leader Enhanced Maternal and Child Health and Clinical Practice Lead' shall be paid the appropriate Maternal and Child Health Nurse rate plus 7.5%.

#### **13.7 Enhanced Maternal & Child Health Nurses**

Appointed Enhanced Maternal & Child Health Nurses will be paid the appropriate Maternal and Child Health Nurse rate plus 2.5%.

#### **13.8 Classifications: general**

- a) 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.
- b) Where a nurse is appointed to undertake immunisation duties and is required to take charge of immunisation sessions, the nurse shall be classified as an Immunisation nurse (in charge) and paid at the relevant year of experience.
- c) Where a Nurse is appointed to work as an immunisation nurse, other than in the circumstances prescribed above, the Nurse shall be classified as a registered nurse (not elsewhere classified) and paid at the relevant year of experience.

- d) 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 immunization 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 Agreement.

### 13.9 Lactation Consultants

Where an employee is required (as a condition of employment) to have a qualification as a lactation consultant, an additional weekly allowance of \$25 is payable.

## 14. Minimum weekly wages

### 14.1 Minimum wages

<b>Classification</b>	<b>\$ per week from October 2021<sup>7</sup></b>
<b>Maternal and child health nurse</b>	
1st year of experience	\$1,947.01
2nd year of experience	\$2,088.92
End of classification <sup>8</sup>	\$2,108.25
<b>Enhanced MCH Nurse (+2.5%)</b>	\$2,160.95
<b>Enhanced MCH Nurse Leader (+7.5%)</b>	\$2,266.37
<b>Maternal and Child Health Nurse Coordinator (+10%)</b>	\$2,319.07

**14.2** Progression for all classifications shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience 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.

<sup>7</sup> See section [5.1](#) for detail on 2022 and 2023 wage rates

<sup>8</sup> The End of Classification Payment is in accordance with Clause [5.3](#) of this Enterprise Agreement.

**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**

Any employee engaged in any shift of two hours duration, or more, engaged to perform duties for carrying a higher rate than the classification in which the employee is ordinarily employed, shall be paid for the full shift at the minimum rate for that higher classification. If the employee is so engaged for two hours or less, then only the time worked shall be paid for at the higher rate.

## **17. Allowances**

### **17.1 Adjustment of expense related allowances**

Allowances provided by this Schedule shall be indexed pursuant to Clause [8.3 \(f\)](#) of this Enterprise Agreement.

### **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 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 \$1.02 per kilometre for using a vehicle with a 4-cylinder engine, or \$1.23 per kilometre for using a vehicle with a 6-cylinder engine.

For the avoidance of doubt, in of this sub-clause, "in the course of their duties" shall include:

- (1) When required to provide client visits at the client's home or nominated location
- (2) When required to conduct immunization sessions at a different location from their normal workplace, including return home and return to work when required to work a split session
- (3) Commence ordinary working hours at a different location if situated further than ordinary workplace
- (4) The employee is required to relocate to another location after commencement of ordinary hours
- (5) The employee is called back to duty or when required to attend Court hearings, or other professional associations during working hours.

**(b)** When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport or accommodation, 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 [17.3\(b\)](#) 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 \$5.81 per week, or part thereof. 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 \$1.44 per week, or part thereof.

**(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**

(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 \$13.78 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.

(ii) provided that where such overtime work exceeds four hours a further meal allowance of \$12.42 will be paid.

(b) Clause [17.5\(a\)](#) 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:

Qualification	Rate from October 2021
Hospital Certificate or Graduate Certificate	\$41.93
Post Graduate Diploma or	\$68.14
Masters or Doctorate	\$78.62

(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

(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.

(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.

**(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**

Removed

## **Part 5—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 by mutual agreement.

## **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**

The provisions of this section of this Schedule should be read in conjunction with section [6](#) of this Agreement.

### **24.1 Overtime penalty rates**

**(a)** Hours worked in excess of the ordinary hours on any day or shift prescribed in clause [19](#)—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**

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.

**24.7** In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the employee.

## **25. Summer time**

**25.1** Notwithstanding anything contained elsewhere in this schedule, 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.

## **Part 6—Leave of absence and public holidays**

### **26. Annual leave**

Annual leave is provided for in the NES. This clause contains additional provisions.

#### **26.1 Quantum of annual leave**

(a) Removed

(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 [26.1\(b\)](#) above is entitled to four 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 [26.1\(b\)](#) above is entitled to five weeks of paid annual leave for each year of service with their employer.

## **26.2 Taking 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**

Where requested by the employee, 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**

(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.

(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, including leave loading.

## **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 Years Day an employee shall be 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)** In addition to the compassionate leave provisions of part [7.8](#) of this Agreement, an employee is entitled to use accumulated personal leave as paid bereavement leave/compassionate leave up to four days annually when a member of the employee's immediate family or household dies/is seriously ill.

**(b)** An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household dies/is seriously ill if the employee has already used the current year's personal/carer's leave entitlement.

## **28. Public holidays**

**28.1** Public holidays are provided for in the NES. This clause contains additional provisions.

### **28.2 Payment for work done on public holidays**

**(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.

**(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 28.2(a).

### **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**

(a) In lieu of being paid double time under clause [28.2\(a\)](#), 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.

(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.

## **Part 7—Accident pay**

### **30. Accident pay**

### **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 schedule rate; or in the case of a part-time employee, the pro rata schedule rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said schedule 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.

8.5 (c) Workloads

8.5 (c) (i) At the time this Agreement was made, Council and the ANMF (on behalf of its members) were agreed that the existing provisions about workload management contained in the previous Enterprise Agreement were capable of being improved.

8.5 (c) (ii) While the parties had agreed on the principles of good workload and workforce management, no agreement had been made on the specifics.

8.5 (c) (iii) Council has agreed to continue to work in good faith, in consultation with its Nursing workforce and the ANMF, on the establishment of a workload and workforce allocation tool which would replace the DWRM, and to have such a tool in place within 6 months of the approval of this Agreement. Thereafter, the effectiveness of the tool should be discussed during team meetings on at least a quarterly basis. Should the parties not be in agreement over the proposed tool at the time of introduction, the status quo will remain.

8.5 (c) (iv) The workload model should include:

- (1) 60 minutes per half day session for administrative duties, including the making of referrals and liaison with other professionals etc.
- (2) Appropriate time for professional development for each full time member of staff (pro-rata for part time staff)
- (3) 3 hours x 4 days – or 7 hours x 2 days (according to the planned agenda) per annum to enable attendance at regional Maternal and Child Health meetings
- (4) 36 hours per annum to enable attendance at Yarra Ranges Maternal and Child Health meetings (12 scheduled)
- (5) 30 hours per annum to enable attendance at Clinical supervision (10 scheduled)

8.5 (d) Relief Employees

8.5 (d) (i) Relief employees will be provided for up to 100% of annual and long service leave at the discretion of the Coordinator, Maternal and Child Health, having due regard to the workload of individual centres. Relief staff for absences of employees on Sick Leave will be provided up to 100% where possible.

- 8.5 (d) (ii) The employer shall not unreasonably refuse an application for any such accrued leave on account of relief staff being unavailable during such periods of approved leave.
- 8.5 (d) (iii) In addition relief staff (where available) will be made available to cover:
- (1) For professional development (refer to Clause [8.5 \(e\)](#) of this Schedule), and
  - (2) For duties of the workforce Occupational Health and Safety representative;
  - (3) For professional development and training of Australian Nurses Federation Workplace Representatives.
- 8.5 (d) (iv) Wherever practicable Council is committed to offering additional work to part time employees in the first instance. The Coordinator, Maternal and Child Health will, whenever operationally possible, ensure that opportunities for additional work are offered to part-time employees who have indicated their availability to the Coordinator.
- 8.5 (e) Professional Development
- 8.5 (e) (i) Council acknowledges the professional development requirements of the National Midwifery and Nursing Board of Australia. To support employees to meet these requirements, Council provides in-house professional development opportunities and paid and backfilled time as set out below, together with the reasonable cost of fees and expenses, to attend external opportunities.
- 8.5 (e) (ii) Time for professional development is allocated within the DWRM Workload Module (refer to Clause [7.5 \(c\) \(ii\)](#)). This includes two days a year to attend nurse conferences and additional time to attend Yarra Ranges Maternal Child Health meetings and clinical supervision.
- 8.5 (e) (iii) Employees are also able to access an additional 2.5 days a year (pro rata for part time staff) of backfill (where available) for other

professional development activities as agreed with the Coordinator Maternal and Child Health and in line with the employee's Personal Development Plan (see clause [3.1 \(a\)](#) of this Enterprise Agreement).

- 8.5 (e) (iv) Council will meet reasonable costs and expenses associated with these and other reasonably requested development opportunities once agreed by the Maternal Child Health Coordinator, in line with the employee's Personal Development Plan.
- 8.5 (e) (v) Subject to the prior approval of the Manager, employees will be permitted to attend professional development conferences and seminars outside the spread of ordinary hours. Existing conditions in relation to time in lieu will continue to apply to such attendance.
- 8.5 (e) (vi) Employees are able to access the full conditions on Study Assistance set out in Clause [3.2 \(a\)](#) of this Enterprise Agreement.
- 8.5 (e) (vii) Relieving staff (employed on casual contracts) are encouraged to access in house training opportunities and are paid to attend the annual YRC Maternal Child Health planning day and up to three further Maternal Child Health meetings a year.
- 8.5 (e) (viii) Council will provide appropriate *cardiopulmonary resuscitation (CPR)* training on an annual basis. Where possible this will be scheduled during an existing MCH Team Meeting.
- 8.5 (e) (ix) The employer undertakes to ensure that an amount equivalent to at least 2% of its annual salary and wages expenditure will be spent on staff training and development programs.
- 8.5 (f) Clinical Mentoring
  - 8.5 (f) (i) All new employees will be allocated time for and receive a comprehensive induction to Yarra Ranges Shire Council, including the assignment of clinical induction mentor.

8.5 (f) (ii) As well as this clinical mentoring, new Graduate Nurses will receive additional clinical supervision for one hour each month during their first six months of employment, or for longer if negotiated with the Maternal Child Health Coordinator.

8.5 (f) (iii) Employees taking up the opportunity to provide clinical mentoring to students and newly graduated Maternal Child Health Nurses will receive an allocation of time within the workload module (DWRM) of at least one hour for every day that they mentor a student.

8.5 (f) (iv) Employees undertaking the role of clinical induction mentor will, in negotiation with the Maternal Child Health Co-ordinator, be able to access backfill time if taking on this role creates problems managing their workload.

#### 8.5 (g) Vehicles

8.5 (g) (i) The allowance stipulated in [8.5 \(17.3\)](#) shall apply to all kilometres legitimately accrued by employees during work with the Council including:

- (1) When required to relocate to another location after the commencement of ordinary hours;
- (2) When called back to duty or when required to attend court hearings or other professional associations as agreed during working hours.

8.5 (g) (ii) The employer will make all reasonable endeavours to supply a replacement vehicle for commuter use whilst an employee's car is being repaired following an accident whilst on Council business, subject to the employee first exhausting any access to a replacement vehicle available through insurance or from the vehicle repairer. Any replacement vehicle supplied by the employer will be "commuter use" in accordance with Council's Motor Vehicle Policy.

8.5 (g) (iii) In the event of an employee being involved in a motor vehicle accident during working hours, excess insurance will be covered by

the employer, providing the employee has full comprehensive insurance.

8.5 (h) Safety

8.5 (h) (i) Council acknowledges its obligations under Section 20, 21 & 22 of the OH&S Act 2004 to provide, monitor and maintain a working environment that is safe and without risks so far as is practicably reasonable.

8.5 (h) (ii) Personal safety for Maternal & Child Health Nurses, including car parking and working alone or in isolation will be continually monitored through role specific occupational violence training, incident reporting, risk assessments and workplace inspections.

8.5 (h) (iii) Council further supports staff through its Working in Isolation procedures and the Lone Worker Monitoring Service which monitors staff who work alone or in isolation.

8.5 (h) (iv) In addition, the employer ensures that comprehensive bushfire preparation plans, detailing differential appropriate responses for each centre, are updated each year, in accordance with the Department's Emergency Management Plan and the Council's Bushfire Season Workplace Relations Policy.

8.5 (h) (v) All employees are supplied with bush fire safety kits for their cars for use in bushfire emergencies both during work hours and for travel to and from work.

8.5 (h) (vi) The employer will, as far as is practical, minimise an employee's role in collecting post by using new technology and delivery of larger loads direct to Maternal and Child Health centres.

8.5 (h) (vii) Each centre will continue to be audited for safety each six months with agreed recommendations being actioned within 3 months

8.5 (i) Team, Building and Recognition

The employer commits to holding a Team Building, Planning and Recognition day on an annual basis. An organising committee, made up of Maternal and Child Health Nurses, will oversee the design of the Agenda.

8.5 (j) New positions

Where the Council makes a decision to create a new position, not explicitly referenced in the classification structure within this Agreement, the Council agrees to consult Council's ANMF delegate (who may or may not seek advice from ANMF staff) about the appropriate classification and remuneration of that position.

## **8.6 Schedule 6 - Youth Development Work Team**

### **8.6 (a) Application**

These arrangements shall apply to all employees of the Youth Development Work Team.

### **8.6 (b) Relationship to Parent Agreement**

These “Specific Conditions of Employment” shall be read and interpreted in conjunction with this Enterprise Agreement.

### **8.6 (c) Spread of Hours**

The ordinary hours of duty for employees shall be worked between the hours of 7:00am to 7:00pm Monday to Friday (both inclusive), 38 hours per week to be worked not more than 8.44 hours in continuous periods (except for a meal break) on any five consecutive days of the calendar week. For any work shifts that overlap beyond 7.00pm, the time worked after 7.00pm will attract an additional half time (up to 10.00 pm) and for shifts exceeding 10.00pm will attract an additional half time again, until the conclusion of the shift.

### **8.6 (d) Overtime**

8.6 (d) (i) All overtime worked on Saturdays and Sundays will be paid or taken time in lieu arrangements as agreed.

8.6 (d) (ii) All time worked after 7.00pm Monday to Friday inclusive will be paid at time and a half for the first 3 hours. For events concluding prior to 7.00pm the Executive Officer will negotiate time in lieu or payment of the overtime.

## 8.7 Schedule 7 - Engineers

### 8.7 (a) Application

This schedule applies to Engineers, Technologists or Associates qualified for membership to the Institute of Engineers Australia.

### 8.7 (b) Definitions

**Engineer** – means a professional engineer that has graduated in a four year or a five year course at a recognised University or a recognised equivalent engineering qualification, and that is responsible for duties of which employment requires an engineering qualification.

**Technologist** – means a professional that has undertaken an accredited or a recognised three year engineering technology degree at an accredited or recognised institute and undertakes duties that relate to established engineering practices or relating to advanced engineering technology.

**Associate** – means an employee that has completed a three year degree or diploma and undertakes some engineering tasks under supervision.

### 8.7 (c) Recognition of Qualifications

An Engineer obtaining a Post Graduate Diploma/Degree or greater will qualify for a minimum classification of Band 6 Level A. The qualification must be relevant to the role of the Engineer and their duties of employment.

### 8.7 (d) Graduate Engineers

The commencement classification for Graduate Engineers is Band 5 Level A. Accelerated increments are available to Graduate Engineers in recognition of exceptional performance included progression to Band 6. Exceptional performance is when an Engineer's performance is identified as being consistently superior through the Performance and Development process and exceeds classification level requirements. This may include the timely completion of major key result areas and unique contribution in support of a work team, department or the Council.

8.7 (e) Qualified Engineers

8.7 (e) (i) The Council recognises that the opportunity for specialisation in an engineering discipline is an important element in the development of Engineers. It is also important in the maintenance of a strong and varied skills base for the Council.

8.7 (e) (ii) Through the Performance and Development process the Council will support a reasonable request from an Engineer to develop specialist skills to become a technical expert.

8.7 (e) (iii) The PDP will support career development opportunities for experienced Engineers to enable application for appropriate Band 7 position vacancies. All internal Engineers applying for a Band 7 position (Engineer) will be granted an interview.

8.7 (f) Subscriptions

The Council will consider support for corporate memberships of industry associations where participation will benefit staff, the Council and the Engineering profession.

8.7 (g) Supervision of Engineers

The Council will ensure that the Supervisor of Engineers within the Council hold an engineering qualification or appropriate technical qualification.

8.7 (h) Prevention and Settlement of Disputes

All matters contained in this schedule will be covered by the Disputes Settlement Procedures as per Clause [3.10](#) of this Enterprise Agreement.

## 9 YARRA RANGES COUNCIL – RATES OF PAY (WEEKLY)

Weekly Wage Rates					
Effective Full Pay Period Commencing on or after 1 October 2021					
Band	A	B	C	D	E
1	\$1,113.13	\$1,123.17	\$1,133.10	\$1,143.04	\$1,153.43
2	\$1,157.40	\$1,169.60	\$1,182.88	n/a	\$1,193.26
3	\$1,195.08	\$1,217.75	\$1,243.09	\$1,262.56	\$1,276.42
4	\$1,274.19	\$1,298.89	\$1,332.96	\$1,359.84	\$1,380.73
5	\$1,402.45	\$1,478.42	\$1,558.23	\$1,632.78	\$1,673.92
6	\$1,715.07	\$1,792.16	\$1,869.45	n/a	\$1,897.70
7	\$1,925.93	\$2,000.73	\$2,077.78	\$2,155.10	\$2,197.53
8	\$2,239.92	\$2,324.79	\$2,414.88	\$2,510.00	\$2,529.33

### 9.1 Classification and Minimum Rates Of Pay for Employees bands 1 to 8

- 9.1 (a) The following minimum weekly rates of pay will be paid to employees as set out in [0](#) above.
- 9.1 (b) Each employer will grade its employees in accordance with the classification definitions and gradings contained in Section [10](#) - Definitions of the 8 Band Classification Structure
- 9.1 (c) The employee or appropriate union will have the right to request a Classification Committee review their classification if it is considered to be incorrect.
- 9.1 (c) (i) Such committee will consider all relevant facts and may make a recommendation to the council employer.
- 9.1 (c) (ii) A local Classification Committee may consider the matter and will consist of an equal number of employer representatives and union or nominated employee representatives.
- 9.1 (c) (iii) Where no agreement can be reached the process outlined in clause [3.10](#) (Prevention and Settlement of Disputes) will be followed

- 9.1 (c) (iv) The whole of this subclause will not apply to those employees classified as Senior Executive Officers as provided in [9.5](#).
- 9.1 (d) The entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.
- 9.1 (e) 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.
- 9.1 (f) 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.
- 9.1 (f) (i) **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.
- 9.1 (f) (ii) 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.
- 9.1 (g) The entry point for trainee child care workers without qualifications will be Band 1D.
- 9.1 (g) (i) Upon completion of the trainee year, a child care worker will progress to Band 2A.
- 9.1 (g) (ii) The entry point for a Director of a child care centre will be no less than Band 6A.

## **9.2 Junior employees (employees other than physical/community services and child care workers)**

9.2 (a) A junior employee classified in accordance with the definitions of Bands 3 to 5 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%

9.2 (b) A junior Child Care Worker shall be paid a minimum weekly salary according to age based on the scales in clause [9.2 \(a\)](#), provided that the percentage rate shall be of Band 1 Level D.

9.2 (c) 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.

9.2 (d) 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.

## **9.3 Apprentices (physical/community services employees only)**

9.3 (a) 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.

9.3 (b) Junior apprentices

9.3 (b) (i) 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 plus the industry allowance where applicable.

9.3 (b) (ii) Four year apprenticeships

1st year 45% of Band 3A

2nd Year 60% of Band 3A

3rd year 75% of Band 3A

4th year 90% of Band 3A

9.3 (b) (iii) Three year apprenticeships

1st year 45% of Band 3A

2nd year 70% of Band 3A

3rd year 90% of Band 3A

9.3 (b) (iv) 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.

9.3 (c) Adult apprentices

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

#### 9.4 Trainees

A trainee shall be engaged in accordance with the terms and conditions of employment as prescribed in the Victorian Local Government Award 2015. A trainee will be paid at least five cents more than the applicable weekly rates of pay contained in Schedule D of the Victorian Local Government Award 2015.

#### 9.5 Senior Executive Officers

9.5 (a) 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 Section [10](#) - Definitions of the 8 Band Classification Structure. An employee at this level will be entitled to receive the minimum salary rate specified for a Senior Executive Officer in section [9](#) of this Agreement.

This rate must not be reduced by any non-Agreement benefits.

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

9.5 (c) Notwithstanding the provisions of [9.5 \(a\)](#), 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 the Fair Work 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 Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement 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 Agreement 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 the relevant union or an employee nominated representative;
    - The salary for the purposes of accident make up pay.

9.5 (d) The agreement under [9.5 \(c\)](#) may, subject to point 1 of point 4 of [9.5 \(c\)](#), also specify that the following Agreement clauses may not apply:

**Title**

Allowances and expenses

Overtime, time off in lieu, penalty rates and meeting attendance

Higher duties

Worksite flexibility

Callback and availability

Annual leave loading

Instruments

Quarters

9.5 (e) Notwithstanding section [4.2](#):

9.5 (e) (i) 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; and

9.5 (e) (ii) An employee who is appointed as an executive as defined by the Victorian Government Sector Executive Remuneration Panel (GSERP) may be employed under a maximum term contract.

9.5 (e) (iii) Employees subject to clause [9.5 \(e\)](#) continue to be covered by the provisions of this Agreement.

## **9.6 Option for annualised salary**

9.6 (a) By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the minimum salary they are entitled to receive under this Agreement, plus an additional amount intended to offset the following provisions.

9.6 (b) In such cases, the agreement may provide that the provisions of the following provisions do not apply:

- Overtime/penalty rates and meeting allowances;
- Time off in lieu of overtime payment;
- Call back and availability allowances;
- Allowances and expenses;
- Annual leave loading;
- Higher duties;
- Worksite flexibility;
- Instruments and quarters.

Provided that the annualised rate was sufficient to cover what the employee would have been entitled to if all Agreement required payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non salary benefit such as an employer provided motor vehicle.

9.6 (c) Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all Agreement overtime payments, penalty rate payments and obligations had been complied with.

9.6 (d) An agreement under this clause:

- 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
- Provide an annual review of the agreement; and
- Provide for access to The Fair Work Commission for dispute resolution in accordance with the Agreement dispute resolution procedure.

9.6 (e) 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.

## **9.7 Payment of wages**

9.7 (a) 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 council shall pay salaries by means of electronic funds transfer or, at the sole discretion of the council, the council may elect to pay salaries by cash or cheque.

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

9.7 (c) 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.

- 9.7 (d) An employee who is able to establish genuine hardship caused by electronic funds transfer may apply for another means of payment. If the council 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.
- 9.7 (e) Where electronic funds transfer is introduced following the date of the coming into force of this provision the council shall pay each employee paid by electronic funds transfer, a nominal transaction fee at the rate of 30 cents per fortnight.
- 9.7 (f) Provided that in respect of municipal employees Band 1 to 5 inclusive:
- 9.7 (f) (i) An employee shall be paid wages due to them within forty-eight hours of the termination of their employment. Provided that in the event of dislocation of communications rendering this payment impossible, payment shall be made as soon thereafter as possible.
- 9.7 (f) (ii) Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be paid on the date of termination of their services.

## 10 Definitions of the 8 Band Classification Structure

NOTE: 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.

### 10.1 Band 1

A position in this Band has the following job characteristics:

#### 10.1 (a) Accountability and extent of authority

10.1 (a) (iii) An employee in this Band performs broad tasks involving the utilisation of a range of basic skills.

10.1 (a) (iv) Works under routine supervision either individually or in a team environment.

10.1 (a) (v) Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.

10.1 (a) (vi) Is responsible for the quality of their work.

10.1 (a) (vii) Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

#### 10.1 (b) 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.

#### 10.1 (c) 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 serviceusers involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.

#### 10.1 (d) 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.

#### 10.1 (e) 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:

- (i) Basic construction and maintenance work.
- (ii) Introduction to basic horticulture.
- (iii) Communication skills including radio procedures.
- (iv) Recreation Centre maintenance.
- (v) Basic concreting and bitumen work.

Or relevant experience/on-the-job training commensurate with the requirements of the work in this Band.

### **10.2 Band 2**

A position in this Band has the following job characteristics:

#### 10.2 (a) Accountability and extent of authority

- (i) An employee in this Band performs broad tasks involving utilisation of developed skills.
- (ii) Works in a team environment or works individually under routine supervision.

(iii) Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

(iv) May assist others in the supervision of work of the same or lower band.

(v) Is responsible for assuring the quality of work performed.

(vi) Employees in this Band may provide on-the-job training based on their skill and experience.

#### 10.2 (b) Judgement and decision making

(i) In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.

(ii) 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.

#### 10.2 (c) Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee in this Band are:

10.2 (c) (i) Safe and competent operation of medium mechanical plant.

10.2 (c) (ii) Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.

10.2 (c) (iii) Safe and competent handling and use of explosives.

10.2 (c) (iv) Concrete work, e.g. Floater.

10.2 (c) (v) Pipelaying to line and grade from a plan.

10.2 (c) (vi) Control of a store.

10.2 (c) (vii) Estimating and ordering materials.

10.2 (c) (viii) Capable of working to a plan.

10.2 (c) (ix) Basic Administrative/Professional skills.

10.2 (c) (x) Assist in the operation of a Water/Waste Water Treatment Plant.

- 10.2 (c) (xi) 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.
- 10.2 (c) (xii) 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).
- 10.2 (c) (xiii) Cashier/Pool Attendant.
- 10.2 (c) (xiv) Cook (non-trades).

#### 10.2 (d) 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.

#### 10.2 (e) 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:

- (i) Licence or certification in explosives handling.
- (ii) Advanced construction and maintenance.
- (iii) Basic VDU operation.
- (iv) Advanced horticultural course.
- (v) Communication skills including radio operation.
- (vi) Inventory control.

Or relevant experience/on-the-job training commensurate with the requirements of work in this Band.

### **10.3 Band 3**

A position in this Band has the following job characteristics:

### 10.3 (a) Accountability and extent of authority

#### 10.3 (a) (i) Physical/Community Services Employees

- (1) Employees perform work under general supervision.
- (2) Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- (3) Positions in this Band may be required to supervise and coordinate others in similar or related work.
- (4) 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.

#### 10.3 (a) (ii) Employees other than Physical/Community Services Employees

- (1) These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- (2) The work is performed within specific guidelines and under general supervision.
- (3) 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.
- (4) Outcomes of work are readily observable.
- (5) The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

### 10.3 (b) Judgment and decision making

#### 10.3 (b) (i) Physical/Community Services Employees

- (1) These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- (2) The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

10.3 (b) (ii) Employees other than Physical/Community Services Employees

- (1) The nature of the work is clearly defined with procedures well understood and clearly documented.
- (2) 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.
- (3) Guidance and advice is always available.

10.3 (c) Specialised knowledge and skills

10.3 (c) (i) Physical/Community Services Employees

- (1) 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.
- (2) 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 neither undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

10.3 (c) (ii) Employees other than Physical/Community Services Employees

- (1) 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.
- (2) An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

10.3 (d) Management skills

10.3 (d) (i) Physical/Community Services Employees

- (1) Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.
- (2) 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.

10.3 (d) (ii) Employees other than Physical/Community Services Employees

- (1) 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.

- (2) Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.

#### 10.3 (e) Inter-personal skills

##### 10.3 (e) (i) 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.

##### 10.3 (e) (ii) 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.

#### 10.3 (f) Qualifications and experience

##### 10.3 (f) (i) Physical/Community Services Employees

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:

- (1) Trade Certificate or equivalent.
- (2) 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.

##### 10.3 (f) (ii) Employees other than Physical /Community Services Employees

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.

### **10.4 BAND 4**

A position in this Band has the following job characteristics:

#### 10.4 (a) Accountability and extent of authority

##### 10.4 (a) (i) Physical/Community Services Employees

- (1) They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- (2) Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- (3) Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- (4) 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.

#### 10.4 (a) (ii) Employees other than Physical/Community Services Employees

- (1) 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.
- (2) 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.
- (3) Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- (4) 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.

#### 10.4 (b) Judgement and decision making

##### 10.4 (b) (i) Physical/Community Services Employees

- (1) 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.
- (2) For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- (3) Guidance and counsel are always available within the time available to make a choice.

10.4 (b) (ii) Employees other than Physical/Community Services Employees

Employees in this Band require:

- (1) 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.
- (2) Guidance and advice are always available within the time available to make a choice.

10.4 (c) Specialist knowledge and skills

10.4 (c) (i) Physical/Community Services Employees

- (1) 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.
- (2) Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (3) 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.

10.4 (c) (ii) Employees other than Physical/ Community Services Employees

Employees in this Band require:

- (1) An understanding of the relevant technology, procedures and processes used within their operating unit.
- (2) 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.
- (3) 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.

#### 10.4 (d) Management skills

##### 10.4 (d) (i) Physical/Community Services Employees

- (1) Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- (2) All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- (3) Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- (4) Supervisors are also expected to have knowledge of personnel policies and practices applicable to the work performed and supervised employees.

##### 10.4 (d) (ii) Employees other than Physical/Community Services Employees

- (1) 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.

- (2) All positions necessitate skills in managing time and planning and organising one's own work.

#### 10.4 (e) Inter-personal skills

##### 10.4 (e) (i) Physical/Community Services Employees

- (1) 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.
- (2) Employees in this Band may also be expected to write reports in their field of expertise.

##### 10.4 (e) (ii) Employees other than Physical/ Community Services Employees

- (1) 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.
- (2) Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

#### 10.4 (f) Qualifications and experience

##### 10.4 (f) (i) 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.

##### 10.4 (f) (ii) Employees other than Physical/ Community Services Employees

- (1) The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.

- (2) 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.

## **10.5 BAND 5**

A position at this level has the following characteristics:

### 10.5 (a) Accountability and extent of authority

#### 10.5 (a) (i) Physical/Community Services Employees

- (1) Positions in this Band may supervise resources and/or give support to more senior employees.
- (2) 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.
- (3) 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.
- (4) 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.

#### 10.5 (a) (ii) Employees other than Physical/Community Services Employees

- (1) 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.

- (2) 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.
- (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 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.
- (4) 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.

#### 10.5 (b) Judgement and decision making

##### 10.5 (b) (i) Physical/Community Services Employees

- (1) 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.
- (2) 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.
- (3) Guidance and counsel may be available within the time available to make a choice.

##### 10.5 (b) (ii) Employees other than Physical/Community Services Employees

- (1) 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.
- (2) The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
- (3) Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- (4) Guidance and advice would usually be available within the time required to make a choice.

#### 10.5 (c) Specialist knowledge and skills

##### 10.5 (c) (i) Physical/Community Services Employees

- (1) Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- (2) 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.
- (3) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- (4) Positions in this Band provide direction, leadership and structured training or on- the-job training to supervised employees or groups of employees.

##### 10.5 (c) (ii) Employees other than Physical/Community Services Employees

- (1) Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- (2) Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- (3) 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.
- (4) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

#### 10.5 (d) Management skills

##### 10.5 (d) (i) Physical/Community Services Employees

- (1) 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.
- (2) 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.

##### 10.5 (d) (ii) Employees other than Physical/Community Services Employees

- (1) 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.
- (2) 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.

#### Interpersonal skills

##### 10.5 (d) (i) Physical/Community Services Employees

- (1) 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.
- (2) Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

##### 10.5 (d) (ii) Employees other than Physical/Community Services Employees

- (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 well-defined activities and in the supervision of other employees where appropriate.
- (2) Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

##### 10.5 (e) Qualifications and experience

##### 10.5 (e) (i) Physical/Community Services Employees

- (1) The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.
- (2) 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.

10.5 (e) (ii) Employees other than Physical/Community Services Employees

- (1) The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
- (2) 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.

**10.6 BAND 6**

A position in this Band has the following job characteristics:

10.6 (a) Accountability and extent of authority

10.6 (a) (i) Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.

10.6 (a) (ii) 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.

- 10.6 (a) (iii) 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.
- 10.6 (a) (iv) 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.
- 10.6 (a) (v) Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

#### 10.6 (b) 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.

#### 10.6 (c) Specialist knowledge and skills

- 10.6 (c) (i) Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 10.6 (c) (ii) 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.
- 10.6 (c) (iii) Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

#### 10.6 (d) Management skills

- 10.6 (d) (i) 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.
- 10.6 (d) (ii) 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.
- 10.6 (e) Inter-personal skills
- 10.6 (e) (i) 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.
- 10.6 (e) (ii) 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.
- 10.6 (f) Qualifications and experience
- 10.6 (f) (i) The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 10.6 (f) (ii) 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.

## **10.7 BAND 7**

A position in this Band has the following job characteristics:

- 10.7 (a) Accountability and extent of authority

- 10.7 (a) (i) Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 10.7 (a) (ii) 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.
- 10.7 (a) (iii) 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.
- 10.7 (a) (iv) 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.
- 10.7 (a) (v) All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 10.7 (b) Judgement and decision making
- 10.7 (b) (i) 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.
- 10.7 (b) (ii) 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.

10.7 (c) Specialist knowledge and skills

10.7 (c) (i) These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.

10.7 (c) (ii) 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.

10.7 (c) (iii) 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.

10.7 (c) (iv) Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

10.7 (d) Management skills

10.7 (d) (i) 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.

10.7 (d) (ii) 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.

10.7 (e) Inter-personal skills

- 10.7 (e) (i) 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.
- 10.7 (e) (ii) 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.
- 10.7 (f) Qualifications and experience
- 10.7 (f) (i) The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 10.7 (f) (ii) 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.

## **10.8 BAND 8**

A Position in this Band has the following job characteristics:

- 10.8 (a) Accountability and extent of authority
- 10.8 (a) (i) Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 10.8 (a) (ii) 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.

- 10.8 (a) (iii) 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.
- 10.8 (a) (iv) 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.

10.8 (b) 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.

10.8 (c) Specialist knowledge and skills

- 10.8 (c) (i) 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.
- 10.8 (c) (ii) 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.
- 10.8 (c) (iii) A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

#### 10.8 (d) Management skills

10.8 (d) (i) 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.

10.8 (d) (ii) Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

#### 10.8 (e) Inter-personal 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.

#### 10.8 (f) Qualifications and experience

10.8 (f) (i) 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.

10.8 (f) (ii) 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.

10.8 (f) (iii) Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

## 11 SIGNATORIES

Signed for and on behalf of YARRA RANGES SHIRE COUNCIL

Full Name:	Tamara Rose
Title:	Chief Executive Officer
Address:	15 Anderson Street, LILYDALE 3140
Signature:	
Date:	13 October 2021
Witness Signature:	
Witness Name:	Jarrod Reid

Signed for and on behalf of the AUSTRALIAN MUNICIPAL, ADMINISTRATIVE,  
CLERICAL AND SERVICES UNION

Full Name:	
Title:	
Address:	
Signature:	
Date:	
Witness Signature:	
Witness Name:	

Signed for and on behalf of the AUSTRALIAN NURSING AND MIDWIFERY  
 FEDERATION

Full Name:	Lisa Fitzpatrick
Title:	Branch Secretary, ANMF (Victorian Branch)
Address:	535 Elizabeth Street, Melbourne 3000
Signature:	<i>Lisa Fitzpatrick</i>
Date:	22 October 2021
Witness Signature:	<i>Michelle Georgio</i>
Witness Name:	Michelle Georgio

Signed for and on behalf of the ASSOCIATION OF PROFESSIONAL ENGINEERS,  
 SCIENTISTS AND MANAGERS AUSTRALIA (Trading as PROFESSIONALS  
 AUSTRALIA)

Full Name:	
Title:	
Address:	
Signature:	
Date:	
Witness Signature:	
Witness Name:	

Signed for and on behalf of the EMPLOYEES covered by this Agreement:

Full Name:	Peter Tatterson
Title:	Waste Management Officer
Address:	15 Anderson Street, Lilydale
Signature:	
Date:	11 October 2021
Witness Signature:	
Witness Name:	Jarrod Reid

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

## **Schedule 2.2—Model flexibility term**

(regulation 2.08)

### **Model flexibility term**

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (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 arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and 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 enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.

Enquiries: Jarrod Reid  
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IN THE FAIR WORK COMMISSION

FWC Matter No. AG2021/7989

Section 185 Application by Yarra Ranges Shire Council T/A Yarra Ranges Council –  
Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Tamara Rose, Chief Executive Officer, have the authority given to me by Yarra Ranges Council (YRC) to give the following undertakings with respect to the *Yarra Ranges Council (Consolidated) Enterprise Agreement 2021* ("the Agreement"):

1. Any deduction of monies payable to an employee on termination (for example, section 7.2(a)(ii)(2), or schedule 5 clause 12.2, etc.) will not operate such as to allow deductions from accrued but unused National Employment Standards (NES) entitlements.
2. To the extent of any inconsistency between clause 4.2(e)(ii) onwards, and section 66B of the Act, both which deal with casual conversion, the NES provisions of the Act will prevail.
3. Section 7.4 (g) (iv) of the Agreement provides that an employee has the right to request an unpaid extension to a period of parental leave. Consistent with the NES provisions of the Act, YRC agrees to implement this provision in a way that allows employees to provide 4 weeks' notice of such intention.
4. Where a cash-out of annual leave is agreed between Council and an employee, pursuant to section 7.14 of the Agreement, the employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that has been foregone.
5. To the extent of any inconsistency between section 104 the Act ("the NES provisions), sections 4.2(e) and 7.8 of the Agreement, all of which provide employees with compassionate leave, the NES provisions and definitions will prevail.
6. Where an employee is entitled to a redundancy payment under section 4.7 of the Agreement, any amount calculated in accordance with this Agreement must equal at least the amount the employee would be entitled to under the NES. To the extent that section 4.7(m) of the Agreement says otherwise, it is of no effect.
7. The term "illness" in sections 7.3(d)(iv) and (v) of the Agreement should be interpreted as "illness or injury".
8. For the purpose of correctly determining the NES provisions, for all employees except Nurses (where this issue is dealt with in a Schedule to the Agreement),

ABN 21 973 226 012

Yarra Ranges Shire Council

YRC accepts the definition of a shiftworker provided by *Victorian Local Government Award 2015* ("Local Government Award") which provides that a shiftworker is a 7 day shiftworker who is regularly rostered to work ordinary hours on Sundays and public holidays.

9. Where a junior employee is employed pursuant to the Agreement, that employee will be paid the greater of: the amount calculated in accordance with the Agreement; or the amount to which they are entitled according to the Local Government Award.
10. The definition of "*Senior Executive Officer*" provided at section 9.5 of the Agreement shall be interpreted in such a way that the salary paid to that Senior Executive Officer exceeds the rate paid to a band 8D employee by at least \$1 per annum.
11. Where there is a conflict between clauses 4.2(d), 6.1(y)(iv)(5) and 6.1(aa)(10) of the Agreement and clause 6.1(y)(iv)(1) of the Agreement, the provisions of clause 6.1(y)(iv)(1) shall prevail.
12. Any annualised salary agreement of the type contemplated by section 8.1(b)(vi) of the Agreement must result in the employee being paid at least the amount they would be entitled to under this Agreement if the annualised salary agreement were not in place.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Yours faithfully



**Tammi Rose**  
*Chief Executive Officer*

26 November 2021