



# DECISION

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

**Campaspe Shire Council**  
(AG2022/5508)

## CAMPASPE SHIRE COUNCIL ENTERPRISE AGREEMENT 2022

Local government administration

COMMISSIONER YILMAZ

MELBOURNE, 19 JANUARY 2023

*Application for approval of the Campaspe Shire Council Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement known as the *Campaspe Shire Council Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Campaspe Shire Council. The Agreement is a single enterprise agreement.

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

[3] The Australian Municipal, Administrative, Clerical and Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and in accordance with s.54, will operate from 26 January 2023. The nominal expiry date of the Agreement is 16 February 2025.



COMMISSIONER

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# CAMPASPE SHIRE COUNCIL

## ENTERPRISE AGREEMENT 2022

BETWEEN THE:

Campaspe Shire Council,

Australian Municipal Administrative, Clerical & Services Union &

Australian Nursing & Midwifery Federation.

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## INTRODUCTION

### 1. TITLE

This Agreement shall be known as the Campaspe Shire Council Enterprise Agreement 2022.

## ARRANGEMENT

### 2. PARTIES BOUND

2.1 This Agreement shall be binding on:

2.1.1 Campaspe Shire Council

2.1.2 Australian Municipal, Administrative, Clerical and Services Union

2.1.3 Australian Nursing and Midwifery Federation

2.1.4 All employees of the Campaspe Shire Council who are eligible for membership of the above Unions, excluding:

- the Chief Executive Officer
- Employees of the Campaspe Port Enterprise Pty Ltd (ABN: 40 645 461 684) except those being retained by Council.

2.2 Definition of Senior Officer:

The Chief Executive Officer and any other employee whose total annual remuneration exceeds \$161,000.00.

Total annual remuneration (in relation to a Senior Officer) means the total remuneration package to which the employee is entitled for a financial year, including:

- (a) the gross annual salary; and
- (b) the annual cost in dollars to the Council of any other allowance, benefit, or remuneration that the employee receives from the Council or that is paid or given by the Council to another person for the ultimate benefit of the employee (other than any allowances in relation to expenses incurred in the course of employment) including:
  - (i) any contribution made by the Council to a superannuation fund on behalf of the employee; and
  - (ii) the annual value of any motor vehicle provided by the Council to the employee.

### 3. DATE AND PERIOD OF OPERATION

3.1. It is agreed that this Agreement shall operate 7 days after approval from the Fair Work Commission and remain in force until 16 February 2025.

## 4. INTERPRETATION OF AGREEMENT

4.1 This Agreement replaces the Shire of Campaspe Enterprise Agreement 2019.

In this Agreement:

- 4.1.1 In relation to those staff whose employment is covered by the Victorian Local Government Award 2015, the provisions of Part A shall be read and applied in conjunction with the provisions of Part B. Where there is any inconsistency between Part A and Part B, the provisions of Part A shall prevail to the extent of the inconsistency.
- 4.1.2 In relation to employees whose employment who would have been covered by the Nurses (ANF Victorian Local Government) Award 2002 as if it had continued to apply after its termination on 6 August 2015, the provisions of Part A shall be read in conjunction with the provisions of Part C. To avoid doubt, this includes employees that were employed on and after 6 August 2015. Where there is any inconsistency between Part A and Part C, the provisions of Part A shall prevail to the extent of the inconsistency.
- 4.1.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.2 An objective of this Agreement is to have an Enterprise Agreement that is easily understood and applied. To this end the parties to this Agreement will commit, over the life of this Agreement, to establish a working group to combine Parts A, B and C with the intent to simplify the Agreement, remove duplication and maintain conditions.

## 5. FLEXIBILITY AGREEMENT

5.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the Agreement if:

5.1.1 The Agreement deals with one or more of the following matters:

- Arrangements about when work is performed
- Overtime rates
- Penalty rates
- Allowances
- Leave loading

5.1.2 The arrangement meets the genuine needs of the employer and employee relation to one or more of the following matters mentioned in paragraph 5.1.1; and

5.1.3 The arrangement is genuinely agreed to by the employer and employee.

5.2 The employer must ensure that the terms of the individual flexibility arrangement:

- 5.2.1 Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - 5.2.2 Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 5.2.3 Result in the employee being better off overall than the employee would have been if no arrangement was made.
- 5.3 The employer must ensure that the individual flexibility arrangement:
- 5.3.1 Is in writing; and
  - 5.3.2 Includes the name of the employer and employee; and
  - 5.3.3 Is signed by the employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 5.3.4 Includes details of:
    - The terms of the Enterprise Agreement that will be varied by the arrangement
    - How the arrangement will vary the effects of the terms
    - 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.
  - 5.3.5 States the date in which the arrangement commences.
- 5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it has been agreed.
- 5.5 The employer or the employee may terminate the individual flexibility arrangement.
- 5.5.1 Giving no more than 28 days written notice to the other party to the arrangement; or
  - 5.5.2 the employer and employee agree in writing at any time.

## 6. AIMS AND OBJECTIVES

- 6.1 The Agreement will incorporate measures designed to ensure that services are responsive to the needs of the customers.
- 6.1.1 Achieve “Best Value” by utilising Enterprise Bargaining as a vehicle for the achievement of continuous improvement of the organisation’s performance and competitiveness in terms of quality, cost efficiency, productivity service levels, work safety, job satisfaction, career development and work design as agreed by management and employees.
  - 6.1.2 Create a work environment that enhances the commitment of all staff to the future viability and prosperity of the organisation.
  - 6.1.3 Involve staff views as part of the decision-making process.
  - 6.1.4 Develop an equitable scheme for the provision of rewards consistent with achievements and performance.

6.1.5 To assist in achieving these aims, all parties are committed to the utilisation of the “Business Excellence Framework”.

6.2 The parties commit to achieving the goals and objectives as set down in the:

- Council Plan
- Strategic Resource Plan
- Service Performance Principles as derived from the *Local Government 2020*.
- Any strategy developed to improve customer satisfaction and business processes.

## 7. NO FURTHER CLAIMS

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

7.2 The Agreement shall not operate to cause any employees to suffer a reduction in the terms and conditions of employment as a whole or depart from the standards of Fair Work Commission.

7.3 The parties to this Agreement are committed to ensuring that all processes and strategies undertaken are implemented in accordance with this Agreement and will be within the parameters of the *Equal Opportunity Act 2010*.

## COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

### 8. COMMUNICATION

8.1 Effective mechanisms for communications are an important part to the achievement of the aims of this Agreement.

8.2 The parties agree to maintain an effective and efficient Consultative Committee that will provide a forum of communication between management and employees on Enterprise Agreements or any other matters pertaining to employment.

### 9. CONSULTATIVE COMMITTEE

9.1 The parties to this Agreement are committed to co-operating to increase the efficiency, productivity, and competitiveness of the Council and to enhance the training, career opportunities and job security of employees.

9.2 Council shall maintain a Consultative Committee and adopt procedures appropriate to the size, structure and needs of the workplace. Issues raised by management, staff or their representative for consideration shall be processed through the Consultative Committee.

9.3 The Consultative Committee shall comprise of persons representing management and employees. The number of employee representatives shall be no less than the number of management representatives.

9.4 The role of the Consultative Committee shall include but not be limited to:

- Addressing any issues relating to the Agreement raised by staff
- Monitoring the implementation of the Agreement

- Reviewing and monitoring the implementation of the Workforce Plan
- The opportunity to review the corporate training calendar
- Reviewing staff related policies on a needs basis
- Considering and reviewing outcomes of any employee related surveys conducted by Council.

## 10. ELECTRONIC COMMUNICATIONS

### 10.1. Email Access

- 10.1.1 Employees have the right to use the corporate email system to send and receive emails internally and externally:
- To all employees, subject to this right being exercised reasonably
  - To operate electronic bulletin board or discussion list services within the corporate email service provided such facilities are technically possible.
- 10.1.2 Employees are permitted to use the email service for non-business use during business hours to send and receive individual emails both internally and externally, provided that this is not detrimental to their job responsibilities.
- 10.1.3 The right of employees to send and receive emails is subject to the following conditions:
- Emails sent must be lawful and not include defamatory or libellous statements.
  - Email shall not contain offensive material and shall not be used as a means of sexually harassing other members of staff. Email shall not be used for sending offensive comments, based on an individual's gender, age, sexuality, race, disability, appearance or any other protected attribute as defined in the *Equal Opportunity Act 2010*.
  - Email shall not contain offensive material and shall not be used as a means of bullying, harassing or vilifying other members of staff. Email shall not be used for sending offensive comments as defined in the *Occupational Health and Safety Act 2004*.
  - If required by the employer, personal email sent both internally and externally shall include a disclaimer to the effect that the views expressed are those of the author's alone and not necessarily those of the Council.

### 10.2 Internet Access

- 10.2.1 Limited non-business use of the Internet by employees is permitted during business hours, provided that it does not interfere with job responsibilities.
- 10.2.2 Employees have the right to access Intranet or Internet sites which are concerned with employment issues, health and safety, equality issues or other matters relevant to their rights at work. Employees have the right to participate in Internet based newsgroups relating to these issues.

- 10.2.3 Employees are not permitted knowingly to access websites with pornographic material, or those which promote or encourage racism or intolerance.
- 10.2.4 The parties recognise Council's need to monitor holistic Internet and email usage of the Information Technology network and this is done on at least a monthly basis. Where there is irregular or additional usage outside normal system usage and normal costing, Council reserves the right to investigate the issue. The investigation needs to be conducted on the basis of uncovering the irregularity only. If it appears that the irregularities being investigated, on the balance of probabilities, will be a breach of the Council Code of Conduct, a criminal offence warranting serious disciplinary actions, then Council must advise the applicable employee who has the right to representation, throughout any further investigations.
- 10.3 The above notification to the employee does not need to occur if the matter is to be investigated by the Police or a similar law enforcement agency.

## 11. PREVENTION AND SETTLEMENT OF DISPUTES

The parties to this Agreement are committed to good industrial relations practices and procedures based on consultation and goodwill. The employer shall ensure that they advise employees subject to this procedure that they may be represented by their Union from the beginning of this process.

11.1 If a dispute relates to:

- 11.1.1 A matter arising under the Agreement; or
- 11.1.2 The National Employment Standards; (including s. 65(5) and s76(4) of the *Fair Work Act 2009*); or
- 11.1.3 Any other work-related matter

this term sets out procedures to settle the dispute.

- 11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees, their representative if requested, and their immediate line-manager or supervisor. The line-manager or supervisor must make a genuine attempt to resolve the matter in a timeframe that is agreed by all parties.
- 11.4 If the matter cannot be resolved, in the first instance, it will be referred to the appropriate next up immediate manager who will attempt to resolve the matter in a timeframe that is agreed by all the parties.
- 11.5 If the matter is still not resolved, the matter shall be immediately referred jointly, for discussion, to a manager with industrial relations responsibility, the employee(s) and their representative if requested.
- 11.6 If the matter cannot be resolved, the matter may be referred to a mutually agreed independent mediator (from an agreed list of mediators) who may exercise powers of conciliation or arbitration and whose decision will be binding subject to Agreement by the parties.
- 11.7 Should the matter still be unresolved, either party shall be entitled to refer it to Fair Work Commission.

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

- 11.8.1 Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including my mediation, conciliation, expressing an opinion or making a recommendation; and
- 11.8.2 If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
- Arbitrate the dispute
  - Make a determination that is binding on the parties.

*Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

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

11.9 While the parties are trying to resolve the dispute using the procedures in this term:

- 11.9.1 An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 11.9.2 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:
- 11.9.2.1 The work is not safe; or
- 11.9.2.2 Applicable occupational health and safety legislation would not permit the work to be performed; or
- 11.9.2.3 The work is not appropriate for the employee to perform; or
- 11.9.2.4 There are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **12. WORKPLACE UNION DELEGATES RIGHTS**

- 12.1 The employer will recognise employee elected Workplace Union Delegates as required in relation to the size, structure, and needs of the workplace. Workplace Union Delegates shall be permitted sufficient time during working hours to interview employees and the employer on matters affecting employees they are eligible to represent.
- 12.2 The Union Representative shall have the right to approach or be approached by an employee to discuss any matter related to the employee's employment at any time during working hours, subject to operational requirements.
- 12.3 The Union Representative shall be permitted access to a telephone, facsimile, and email facilities.
- 12.4 Workplace Union Delegates will be given the opportunity to introduce themselves or provide documentation/information pack at induction sessions for new employees.
- 12.5 A Union Representative appointed by an employee, who is an employee of the Campaspe Shire Council, shall be released to perform in their role on paid time.

## 12.6 Trade Union Training

- 12.6.1 Upon application, in the case of a newly elected delegate, the employee may be granted up to 15 days leave over three calendar years on ordinary pay to attend courses and seminars approved by the Australian Trade Union Training Authority (TUTA) and conducted by TUTA or the relevant Union; provided that:
- 12.6.1.1 The employer is not involved in any costs other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
  - 12.6.1.2 The application is to be made no less than four weeks before the date on which leave is sought and specifies the duration, venue and nature of the course for which leave is sought,
  - 12.6.1.3 The granting of such leave shall be subject to employer convenience and will not unduly affect the operation of the employer,
  - 12.6.1.4 The scope, content and level of the course shall be such as to contribute to a better understanding of employee relations; and
  - 12.6.1.5 Where such agreement is not forthcoming, it may be dealt with in accordance with the dispute settlement provisions of this Agreement.

## **EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **13 EMPLOYMENT SECURITY**

Where changes to work, service provision and programs occur, retraining and redeployment will be amongst the primary strategies used to manage the change. Counselling and advice will be available to enable employees to make choices regarding opportunities that may arise.

### **14 TRANSFER OF BUSINESS**

- 14.1 In this Clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.
- 14.2 Where positions have been declared redundant as a consequence of transmitting the business to an external provider, the redeployment procedure prescribed in this Agreement will apply, and all reasonable steps will be taken to find suitable alternative employment within Council.
- 14.3 At the end of the redeployment process for employees who have not been transmitted, if no suitable offer of redeployment at the same level was available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement and payment of all other accumulated leave entitlements.

### **15 BEST VALUE - SERVICE PERFORMANCE PRINCIPLES**

The parties agree that employees have a direct and legitimate interest in the Service Performance Principles contained in the *Local Government Act 2020*. They have a knowledge and understanding of how services work and of the people they serve. Council undertakes to involve staff in the implementation of the Service Performance Principles in the following ways:

- 15.1 By involving relevant staff in consultation, service charter, specification and benchmarking activities and development required to determine "best on offer".
- 15.2 By seeking input from the relevant staff on the content of the specifications and service charters.
- 15.3 Any comparison with "the best on offer" must be made with reference to the overall objective of achieving improvements in Council services and be consistent with Best Value principles. In particular, the following may be taken into account:
- The need to review services against the best on offer in both the public and private sectors
  - An assessment of value for money in service delivery
  - Community expectations and values
  - The balance of affordability and accessibility of services to the Community
  - Opportunity for local employment growth or retention
  - The value of potential partnerships with other Councils and State or Commonwealth Governments
  - Potential environmental advantages for the Councils and State or Commonwealth Governments
  - Potential environmental advantages for the Councils municipal district.

- 15.4 The parties agree that any dispute arising from the application of Service Performance Principles will be settled via the Prevention and Settlement of Disputes Clause of this Agreement.
- 15.5 Council will assist every work team to achieve the delivery of financially competitive services to agreed service levels as determined through the Service Performance Principles process. In the event of a work team not being able to deliver the outcomes, Council will:
- Review work practices
  - Provide resources and training
  - Provide technical and financial services in order to achieve the desired outcomes.
- 15.6 Council will review the outcomes of the work team and may consider alternatives to in-house delivery of the service.

## 16 INTRODUCTION OF CHANGE

### 16.1 Consultation

16.1.1 This term applies if:

- The employer is proposing to introduce a major change and prior to a final decision being made in relation to production, program, organisation, structure, or technology in relation to its enterprise; and
- The change is likely to have a significant effect on employees of the enterprise.

16.1.2 The employer must notify the relevant employees and the Union of the decision to introduce major change.

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

### 16.2 If:

16.2.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

16.2.2 The employee or employees advise the employer of the identity of the representative,

the employer must recognise the representative.

### 16.3 As soon as practicable after making its decision, the employer must:

16.3.1 Discuss with the relevant employees, the Union and/or their representatives:

- The introduction of the change referred to in Clause 16.1
- The effect the change is likely to have on the employees
- Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees.

16.3.2 For the purposes of the discussion Council will provide, in writing, to the relevant employees:

- All relevant information about the change including the nature of the change proposed
  - Information about the expected effects of the change on the employees
  - Any other matters likely to affect the employees.
- 16.3.3 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and/or their representatives.
- 16.3.4 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their representatives in relation to the changes in a manner agreed by the parties.
- 16.3.5 If a term in the Enterprise 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 Clauses 16.1.2, 16.1.3 and 16.3 are taken not to apply.
- 16.3.6 The employer must act in good faith in relation to the consultation process outlined in Clause 16.1.
- 16.3.7 Good faith includes obligations to meet, disclose relevant information that is not confidentially or commercially sensitive in a timely manner, genuinely consider proposals and respond to other proposals made by other bargaining representatives in a timely manner giving genuine consideration of the proposals and giving reasons for the responses to the proposals and to refrain from capricious or unfair conduct that undermines consultation.
- 16.4 In this term, a major change is likely to have a significant effect on employees if it results in:
- The termination of the employment of employees; or
  - Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - The alteration of hours of work; or
  - The need to retrain employees; or
  - The need to relocate employees to another workplace (that is a different town); or
  - The restructuring of jobs; or
  - Changes to the legal or operational structure of the employer or business; or
  - Changes in technology; or
  - Outsourcing.

In this term, relevant employees mean the employees who may be affected by the major change.

16.5 Change to Regular Roster or Ordinary Hours of Work

- 16.5.1 This sub clause applies if Council proposes to introduce a change to the regular roster or ordinary hours of work of employees. Relevant employees means employees who may be affected by the proposed change.
- 16.5.2 Council shall notify relevant employees, and the employees nominated representative(s), of the proposed change.
- 16.5.3 As soon as practicable after proposing to introduce the change, Council shall discuss with the relevant employees the introduction of the change and, for the purposes of discussion, provide to the relevant employees:
  - 16.5.3.1 All relevant information about the change, including the nature of the change
  - 16.5.3.2 Information about what the Council reasonably believes will be the effects of the change on the employees; and
  - 16.5.3.3 Information about any other matters that the Council reasonably believes are likely to affect the employees.
- 16.5.4 Council shall 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) and shall give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16.5.5 Council is not required to disclose confidential or commercially sensitive information to the relevant employees.

**17 REDEPLOYMENT/RETRAINING/REDUNDANCY**

17.1 It is the preferred option of Council to redeploy employees whose positions are affected by organisational change. However, there may be instances where redeployment is neither possible nor appropriate. In those circumstances it may be necessary to retrench those employees concerned.

17.2 Redeployment

- 17.2.1 Employees who are affected by organisational change shall be notified in writing as soon as a definite decision has been made to make their positions redundant and reasons provided for this decision.
- 17.2.2 The Council shall make every effort to identify redeployment opportunities for the employees concerned.
- 17.2.3 Where there is no suitable position available, into which the employee may be redeployed, then the employee shall be retrenched in accordance with this Clause.
- 17.2.4 Where an employee refuses two “reasonable job offers”, he/she will be compulsorily retrenched and will receive the redundancy package outlined below, excluding the lump sum component of \$7,000.00 (A “reasonable offer of redeployment” is defined as one that equates to the same salary band and level and/or level of skill and competence as the employee’s former position).

- 17.2.5 Any employee who is redeployed to a position which has a lower rate of pay shall have his/her rate of pay immediately prior to their redeployment maintained for 52 weeks.
- 17.2.6 Employees are encouraged to apply for any vacant positions within the Council for which they believe that they have required skills. Council's recruitment procedures will apply.
- 17.2.7 Where an employee accepts an offer of redeployment, the option of retrenchment will remain open for a period of three months from the date of the appointment. If the position is deemed unsuitable by either the employee or Council, the full redundancy entitlements will be paid.
- 17.3 The following conditions will apply to permanent employees, whose positions are made redundant for any reason, including outsourcing or tendering.
- 17.3.1 Payment in lieu of notice based on the normal all-purpose rate of pay, as follows:
- All employees five weeks.
- Note: Payment in lieu of notice is not dependant on length of service.*
- 17.3.2 Severance pay of two weeks' pay for each completed year of continuous service calculated on the normal all-purpose rate of pay, to a maximum of 52 weeks' pay.
- 17.3.3 Lump Sum Payment
- 17.3.3.1 A lump sum payment of \$7,000.00 applies (Pro rata for part-time employees).
- 17.4 Payment for Loss of Motor Vehicle Usage
- 17.4.1 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 Clauses 17.3.1 and 17.3.2.
- 17.4.2 Where a motor vehicle is provided in circumstances other than those specified in Clause 17.4.1 the weekly value of the motor vehicle for the purposes of severance payment shall be in accordance with the method used in Council's vehicle policy for private and commuter/tool of trade use, to a minimum value of \$2,400.00 per annum.
- 17.4.3 Any approved period of parental leave (up to 12 months) shall not break an employee's service for the purposes of this Clause.
- 17.5 Redundancy payments will not be paid to an employee who resigns from the Council after submitting or being involved in a successful external or private bid and accepts the contract for the works and services.

## 18 EQUAL EMPLOYMENT OPPORTUNITY

Council aims to achieve and maintain a workplace free from discrimination and harassment and to provide equity of access to training and development in the terms of the relevant acts.

Council is committed to upholding the principles of Equal Employment Opportunity (EEO) in all activities and will actively encourage all employees to ensure opportunities to improve equity are identified and addressed. The workplace will be free from any form of discrimination.

Council commits to progress Equal Employment Opportunity strategies throughout the organisation by establishing an Equal Employment Opportunity Committee that will undertake to:

- Consult with all employees, particularly disadvantaged groups
- Establish and analyse the employment profile at the workplace
- Review Equal Employment Opportunity employment policies and practices
- Review the Equal Employment Opportunity program of staff development in Equal Employment Opportunity including orientation and training for existing and inducting staff
- Monitor and evaluate the program.

## 19 PHASED RETIREMENT

Council agrees to consider requests from employees to facilitate Phased Retirement through the use of Long Service Leave in cases where it is operationally feasible. No request shall be unreasonably refused.

Minimum blocks of one (1) day will be allowable where they are linked to a phased retirement plan.

## 20 FAMILY VIOLENCE CLAUSE

The Campaspe Shire 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.

### 20.1 Definition of Family Violence.

Council accepts the definition of *Family violence as stipulated in the Family Violence Act 2008 (VIC)*. The definition of family violence includes physical, financial, verbal or emotional abuse by a family member.

### 20.2 General Measures

20.2.1 Evidence of family violence will be required and will in the form of a document issued by the Police Service, a Court, a doctor, district nurse, Maternal and Child Health Nurse, a Family Violence Support Service, or a Lawyer.

20.2.2 All personal information concerning family violence will be kept confidential in line with Council's policy on Personal Information Policy No 81 and relevant legislation. No information will be kept on an employee's personnel file without the employee's written consent.

- 20.2.3 No adverse action will be taken against an employee if their attendance or performance suffers at work as a result of being a victim of family violence where the appropriate proof has been provided as outlined in 20.2.1 above.
- 20.2.4 Council identify contact/s in Human Resources and across the organisation who will be trained in family violence and privacy issues. Training will be provided in family violence risk assessment and risk management. Council will advertise the names of appropriately trained Family Violence Contact Officers.
- 20.2.5 An employee experiencing family violence may raise the issue with their immediate Supervisor or the Human Resources contact officer. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 20.2.6 Where requested by an employee, the Human Resources contact 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 assistance in accordance with sub clause 20.3 and 20.4.

### 20.3 Leave

- 20.3.1 With proof of being a victim to family violence as outlined in clause 20.2.1 an employee may be granted up to 20 days, in a twelve-month period, non-cumulative family violence leave to attend medical appointments, legal proceedings and other activities related to family violence.
- 20.3.2 With proof as outlined in clause 20.2.1 an employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.

### 20.4 Individual Support

- 20.4.1 To provide support to an employee experiencing family violence and to provide a safe working environment to all employees, Council will approve wherever possible any reasonable request from an employee experiencing family violence for:
- (i) changes to their span of hours.
  - (ii) job redesign or changes to duties.
  - (iii) relocation to suitable employment within Council.
  - (iv) a change to their telephone number or email address to avoid harassing contact.
  - (v) any other appropriate measures including those available under existing provisions.
- 20.4.2 An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP). Employees seeking organisational support in relation to instances of family violence are encouraged to use the available internal and external resources to seek professional assistance in relation to the matter.

## 21 INDUCTION PROGRAM FOR NEW EMPLOYEES

- Council is committed to providing corporate induction training to all new employees.
- Council will supply new employees with relevant employment information.

## 22 TEMPORARY STAFF

22.1 A temporary employee may be engaged to work on either a full or part-time basis:

- In a position which is temporarily in nature for a specified period of time; and/or
- For a specific project; or
- To relieve in a vacant position arising from an employee taking leave.

22.2 Council shall provide temporary employees with a letter of appointment stating the temporary nature of the position including start and finish dates for that position.

22.3 Where a temporary position is converted to a permanent position, the employee engaged in that position shall be offered the opportunity of applying for the position. If the temporary employee is subsequently appointed to a permanent position, any period of temporary employment immediately prior to the commencement of permanent employment shall be recognised as service with Council for the purposes of calculating the employee's leave entitlements, provided the employee has not taken leave or received payment in lieu of such leave.

22.4 Council shall not dispense with a permanent position for the purpose of creating a temporary position(s).

22.5 Council will commence a review of the temporary appointment no later than 4 weeks prior to the scheduled finish date.

## 23 HOME-BASED WORK ARRANGEMENTS

By agreement between the employee and their manager, an employee's work may be performed at home. The terms of such an agreement will include:

- Location/Establishment
- Equipment
- Career Development
- Child Care
- Hours of Work
- Access Arrangements
- Security
- Occupational Health & Safety
- WorkCover/Worker's Compensation
- Taxation
- Termination of Arrangement and renegotiation
- Council/Employer Approval

- Communication/Involvement in Workplace
- Leave Arrangements
- Public Liability/Insurance.

## **24 JOB SHARE**

An employee may elect and, by agreement with their manager, reduce their hours of work to the level and work pattern of their choice by job share arrangement provided two months' notice is given to Council. All benefits shall be paid pro-rata to part-time employees. In notification, the employee shall clearly indicate whether the job share is for a fixed period or permanent.

## **25 APPRENTICES – SERVICE**

Apprentices who are placed in permanent positions will have their service with Council as an apprentice recognised for all purposes regardless of whether they were employed as an apprentice directly by Council or through a group training company or other agency.

## **26 ROSTERED DAYS OFF (RDO'S) AND STORED TIME**

26.1 Each work team, by arrangement, spread RDOs throughout the current work cycle.

26.2 In recognition of varying service demands and climatic conditions, work teams may bank RDOs; RDOs may be taken in conjunction with an employee's annual leave, or at another agreed time. Up to five days may be banked and then taken by agreement between the employer and the employee.

26.3 The combination of RDOs and stored time must not exceed five days in total.

26.4 All stored time may be stored at the rate as prescribed in Part B of this Agreement.

26.5 Upon resignation or retirement, employees are entitled to be paid out any accrued RDOs and stored time at the rate of time and a half.

## **27 ANNUAL REVIEWS**

27.1 The performance Review Process that caters for the potential movement of staff within bands of the Enterprise Agreement is to be done annually. Banding increases will be paid on the anniversary date of the employee's commencement in their current banding level. All other conditions are as per the relevant parts of this Agreement.

27.2 Progression from one level to the next within a band will be affected on the employee's anniversary date providing the requirements of Clause 21.1.3 of Part B have been met.

27.3 All employees should have the opportunity to progress through their current banding level. No spot banding will apply.

## **28 HEALTH AND SAFETY**

28.1 Occupational Health and Safety

Council is committed to providing a safe and healthy working environment for all its employees and complying with the *Occupational Health and Safety Act 2004* and relevant regulations, and where applicable with compliance codes.

The Council's approach on occupational health, safety and rehabilitation recognises that it is the responsibility of management and the workforce working in a co-operative and consultative manner to ensure ongoing active prevention of injury and illness in our workplace.

## 28.2 Workplace Inspections

Council commits to regular workplace inspections that involves a management team representative, local area managers/supervisors and relevant Occupational Health and Safety representatives. All inspections and the results of inspections will be documented, and all corrective actions will be followed up according to risk ratings.

## 28.3 Stress in the Workplace

Management and staff acknowledge the considerable human and financial costs of occupational stress and agree to work together to reduce the incidence and prevent stress related illness. To this end, Council will implement the following during the life of this Agreement:

- Improve the identification, prevention and management of workplace stress
- Enhance participation practices for the prevention and management of workplace conflict
- Effective rehabilitation for employees suffering from stress related illness (whether compensable or not)
- Identify and address any needs for employees and management training to improve the handling of stress as a workplace issue.
- Where practicable, replace all absences with a suitably qualified staff member.

## 28.4 Health and Wellbeing Program

Council commits to the provision of a health and wellbeing program. An annual program will be developed in consultation with the Occupational Health and Safety Committee that meets five times per year. The program is to ensure Council can assist employees maintain their health. The program may include but is not limited to:

- Free flu injections
- Blood pressure and blood sugar levels checks
- Skin checks
- Corporate gymnasium rates
- Specialist speakers (managing stress, healthy eating, quitting smoking)
- Provision of counselling services.

## WAGES/SALARIES AND RELATED MATTERS

### 29 POSITION DESCRIPTIONS

- 29.1 Council will provide an accurate and agreed Position Description (PD) for all employees.
- 29.2 Provided an employee's duties at the time of signing of this Agreement are well reflected by the current PD, that PD shall not be altered by Council except with the written consent of the employee. In those cases in which the PD does not reflect current duties, the PD on file shall be altered to reflect current duties only by agreement between the employer and employee, and there shall be no further alteration to the PD without written consent of the employee. Agreement shall not be unreasonably withheld by either party.

### 30 SUPERANNUATION

- 30.1 The Council agrees to make superannuation contributions in respect of the employees covered by this Agreement, in accordance with this clause.
- 30.2 Management and employees agree that the superannuation contributions the Council must make on behalf of each employee will be no less than the amount pursuant to the provisions of the *Superannuation Guarantee (Administration) Act 1992*, as amended.
- 30.3 Management and employees agree that the Local Authorities Superannuation Fund, known as Vision Super will be the Employer Default Fund. Employees may choose to have contributions directed to any complying superannuation fund under the *Superannuation Industry (Supervision) Act 1993*. All employer superannuation contributions will be made by the Employer to Vision Super, or to any other complying fund of the employee's choice.
- 30.4 This includes:
- 30.4.1 all contributions as required under the *Superannuation Guarantee (Administration) Act* made as referred to in paragraph (30.2) above; and
  - 30.4.2 any other employer contributions, such as those made under salary sacrifice arrangements
  - 30.4.3 The Council will, during the life of this Agreement, make all arrangements that are necessary to enable it to contribute to Vision Super, or to other complying superannuation funds (as relevant) in respect of its employees, and to facilitate such of its employees who wish to do so, making voluntary contributions by means of wage/salary deduction.

## 31 SALARY SACRIFICE AND SALARY PACKAGING

- 31.1 Staff are entitled to salary packaging in any legal arrangement provided there is no additional cost to Council.
- 31.2 Staff are encouraged to seek individual financial advice prior to entering into such an arrangement. Staff will be informed annually of what is available through salary sacrifice.
- 31.3 Council shall offer salary sacrifice arrangements to enable staff to take advantage of appropriate packaging options, provided that such options are cost neutral to Council. Council does not impose a limit on the amount that can be salary sacrificed, however any salary sacrifice arrangements made will be within the applicable taxation, legal and administrative guidelines and shall be varied to reflect changes to these guidelines.
- 31.4 All Employees covered by this Agreement, except for casuals and employees engaged for periods of less than six (6) months, who wish to have Union membership deductions made from their pay, shall advise Payroll in writing by using the appropriate forms, of the details of the deductions which include the name of the registered organisation to whom the deduction is to be made, the amount of the deduction and the frequency of the deduction.

## 32 QUANTUM AND TIMING

- 32.1 This Agreement provides for the following wage increases during the life of the Agreement:

**1<sup>st</sup> Increase**

2.0 % or \$27 whichever is the greater, from the first pay period to commence on or after 17 February 2022.

**2<sup>nd</sup> Increase**

2.5% or \$30 whichever is the greater, from the first pay period to commence on or after 17 February 2023.

**3<sup>rd</sup> Increase**

2.5% or \$33 whichever is the greater, from the first pay period to commence on or after 17 February 2024.

Senior Officers (as defined in clause 2.2) are excluded from the salary increases provided for above.

**33 TABLE 1 - BAND 1A TO 8D (SHOWING INCREASES)**

Band	2.0%	\$ 27.00	2022 Hourly	2022 Weekly	2022 Annual	2.5%	\$ 30.00	2023 Hourly	2023 Weekly	2023 Annual	2.5%	\$ 33.00	2024 Hourly	2024 Weekly	2024 Annual
1A	28.51	28.66	28.66	1,089.27	56,642.00	29.38	29.45	29.45	1,119.27	58,202.00	30.19	30.32	30.32	1,152.27	59,918.00
1B	28.78	28.92	28.92	1,099.14	57,155.20	29.65	29.71	29.71	1,129.14	58,715.20	30.46	30.58	30.58	1,162.14	60,431.20
1C	29.04	29.18	29.18	1,108.90	57,662.88	29.91	29.97	29.97	1,138.90	59,222.88	30.72	30.84	30.84	1,171.90	60,938.88
1D	29.33	29.47	29.47	1,119.73	58,225.75	30.20	30.26	30.26	1,149.73	59,785.75	31.01	31.12	31.12	1,182.73	61,501.75
2A	29.68	29.81	29.81	1,132.78	58,904.53	30.56	30.60	30.60	1,162.78	60,464.53	31.36	31.47	31.47	1,195.78	62,180.53
2B	30.00	30.13	30.13	1,144.79	59,529.21	30.88	30.92	30.92	1,174.79	61,089.21	31.69	31.78	31.78	1,207.79	62,805.21
2C	30.37	30.49	30.49	1,158.47	60,240.49	31.25	31.28	31.28	1,188.47	61,800.49	32.06	32.14	32.14	1,221.47	63,516.49
3A	30.68	30.79	30.79	1,170.05	60,842.53	31.56	31.58	31.58	1,200.05	62,402.53	32.37	32.45	32.45	1,233.05	64,118.53
3B	31.37	31.47	31.47	1,195.71	62,176.81	32.25	32.26	32.26	1,225.71	63,736.81	33.06	33.12	33.12	1,258.71	65,452.81
3C	32.11	32.19	32.19	1,223.29	63,611.19	33.00	32.98	33.00	1,253.87	65,201.47	33.82	33.87	33.87	1,286.87	66,917.47
3D	32.69	32.76	32.76	1,245.03	64,741.38	33.58	33.55	33.58	1,276.15	66,359.91	34.42	34.45	34.45	1,309.15	68,075.91
4A	33.27	33.33	33.33	1,266.62	65,864.15	34.17	34.12	34.17	1,298.28	67,510.75	35.02	35.03	35.03	1,331.28	69,226.75
4B	33.64	33.69	33.69	1,280.39	66,580.39	34.54	34.48	34.54	1,312.40	68,244.90	35.40	35.41	35.41	1,345.40	69,960.90
4C	34.46	34.49	34.49	1,310.70	68,156.41	35.35	35.28	35.35	1,343.47	69,860.32	36.24	36.22	36.24	1,377.05	71,606.82
4D	35.09	35.11	35.11	1,334.14	69,375.45	35.99	35.90	35.99	1,367.50	71,109.83	36.89	36.86	36.89	1,401.68	72,887.58
5A	36.13	36.13	36.13	1,373.02	71,396.97	37.04	36.92	37.04	1,407.34	73,181.90	37.96	37.90	37.96	1,442.53	75,011.44
5B	38.03	38.00	38.03	1,445.21	75,150.69	38.98	38.82	38.98	1,481.34	77,029.45	39.96	39.85	39.96	1,518.37	78,955.19
5C	40.08	40.01	40.08	1,523.23	79,207.80	41.09	40.87	41.09	1,561.31	81,187.99	42.11	41.96	42.11	1,600.34	83,217.69
5D	42.00	41.89	42.00	1,596.11	82,997.59	43.05	42.79	43.05	1,636.01	85,072.52	44.13	43.92	44.13	1,676.91	87,199.34
6A	44.12	43.97	44.12	1,676.59	87,182.89	45.22	44.91	45.22	1,718.51	89,362.46	46.35	46.09	46.35	1,761.47	91,596.52
6B	46.10	45.91	46.10	1,751.94	91,100.86	47.26	46.89	47.26	1,795.74	93,378.38	48.44	48.12	48.44	1,840.63	95,712.84
6C	48.09	47.86	48.09	1,827.48	95,029.10	49.29	48.88	49.29	1,873.17	97,404.83	50.53	50.16	50.53	1,920.00	99,839.95
7A	49.54	49.28	49.54	1,882.70	97,900.35	50.78	50.33	50.78	1,929.77	100,347.86	52.05	51.65	52.05	1,978.01	102,856.56
7B	51.47	51.17	51.47	1,955.81	101,702.00	52.76	52.26	52.76	2,004.70	104,244.55	54.07	53.62	54.07	2,054.82	106,850.67
7C	53.45	53.11	53.45	2,031.14	105,619.07	54.79	54.24	54.79	2,081.91	108,259.54	56.16	55.66	56.16	2,133.96	110,966.03
7D	55.50	55.13	55.50	2,109.17	109,677.09	56.89	56.29	56.89	2,161.90	112,419.02	58.31	57.76	58.31	2,215.95	115,229.49
8A	57.68	57.26	57.68	2,191.85	113,976.44	59.12	58.47	59.12	2,246.65	116,825.85	60.60	59.99	60.60	2,302.82	119,746.50
8B	59.81	59.34	59.81	2,272.60	118,175.20	61.30	60.59	61.30	2,329.42	121,129.58	62.83	62.17	62.83	2,387.65	124,157.82
8C	62.12	61.62	62.12	2,360.67	122,754.65	63.68	62.91	63.68	2,419.68	125,823.52	65.27	64.54	65.27	2,480.18	128,969.10
8D	64.57	64.01	64.57	2,453.66	127,590.25	66.18	65.36	66.18	2,515.00	130,780.01	67.84	67.05	67.84	2,577.88	134,049.51

**JUNIOR RATES**

Based on Band 2C	2022 Hourly Rate	2022 Weekly Rate	2022 Annual Salary	2023 Hourly Rate	2023 Weekly Rate	2023 Annual Salary	2024 Hourly Rate	2024 Weekly Rate	2024 Annual Salary
16 years and under 55%	17.48	611.64	31,805.43	18.33	641.64	33,365.43	19.28	732.47	38,088.42
Aged 17 years 65%	20.51	717.94	37,332.97	21.37	747.94	38,892.97	22.31	847.88	44,089.74
Aged 18 years 75%	23.55	824.24	42,860.50	24.41	854.24	44,420.50	25.35	963.29	50,091.06
Aged 19 years 85%	26.59	930.54	48,388.04	27.44	960.54	49,948.04	28.39	1,078.70	56,092.38
Aged 20 years 95%	29.62	1,036.84	53,915.57	30.48	1,066.84	55,475.57	31.42	1,194.11	62,093.70

**LIBRARY 35 HOUR (SHOWING INCREASES)**

Band	2022 Hourly Rate 2%	2022 Weekly Rate	2022 Annual Salary	2023 Hourly Rate 2.5%	2023 Weekly Rate	2023 Annual Salary	2024 Hourly Rate	2024 Weekly Rate	2024 Annual Salary
1A	31.12	1,089.27	56642.00	31.98	1119.27	58202.00	32.92	1152.27	59918.00
1B	31.40	1,099.14	57155.20	32.26	1129.14	58715.20	33.20	1162.14	60431.20
1C	31.68	1,108.90	57662.88	32.54	1138.90	59222.88	33.48	1171.90	60938.88
1D	31.99	1,119.73	58225.75	32.85	1149.73	59785.75	33.79	1182.73	61501.75
2A	32.37	1,132.78	58904.53	33.22	1162.78	60464.53	34.17	1195.78	62180.53
2B	32.71	1,144.79	59529.21	33.57	1174.79	61089.21	34.51	1207.79	62805.21
2C	33.10	1,158.47	60240.49	33.96	1188.47	61800.49	34.90	1221.47	63516.49
3A	33.43	1,170.05	60842.53	34.29	1200.05	62402.53	35.23	1233.05	64118.53
3B	34.16	1,195.71	62176.81	35.02	1225.71	63736.81	35.96	1258.71	65452.81
3C	34.95	1,223.29	63611.19	35.82	1253.87	65201.47	36.77	1286.87	66917.47
3D	35.57	1,245.03	64741.38	36.46	1276.15	66359.91	37.40	1309.15	68075.91
4A	36.19	1,266.62	65864.15	37.09	1298.28	67510.75	38.04	1331.28	69226.75
4B	36.58	1,280.39	66580.39	37.50	1312.40	68244.90	38.44	1345.40	69960.90
4C	37.45	1,310.70	68156.41	38.38	1343.47	69860.32	39.34	1377.05	71606.82
4D	38.12	1,334.14	69375.45	39.07	1367.50	71109.83	40.05	1401.68	72887.58
5A	39.23	1,373.02	71396.97	40.21	1407.34	73181.90	41.22	1442.53	75011.44
5B	41.29	1,445.21	75150.69	42.32	1481.34	77029.45	43.38	1518.37	78955.19
5C	43.52	1,523.23	79207.80	44.61	1561.31	81187.99	45.72	1600.34	83217.69
5D	45.60	1,596.11	82997.59	46.74	1636.01	85072.52	47.91	1676.91	87199.34
6A	47.90	1,676.59	87182.89	49.10	1718.51	89362.46	50.33	1761.47	91596.52
6B	50.06	1,751.94	91100.86	51.31	1795.74	93378.38	52.59	1840.63	95712.84
6C	52.21	1,827.48	95029.10	53.52	1873.17	97404.83	54.86	1920.00	99839.95
7A	53.79	1,882.70	97900.35	55.14	1929.77	100347.86	56.51	1978.01	102856.56
7B	55.88	1,955.81	101702.00	57.28	2004.70	104244.55	58.71	2054.82	106850.67
7C	58.03	2,031.14	105619.07	59.48	2081.91	108259.54	60.97	2133.96	110966.03
7D	60.26	2,109.17	109677.09	61.77	2161.90	112419.02	63.31	2215.95	115229.49
8A	62.62	2,191.85	113976.44	64.19	2246.65	116825.85	65.79	2302.82	119746.50
8B	64.93	2,272.60	118175.20	66.55	2329.42	121129.58	68.22	2387.65	124157.82
8C	67.45	2,360.67	122754.65	69.13	2419.68	125823.52	70.86	2480.18	128969.10
8D	70.10	2,453.66	127590.25	71.86	2515.00	130780.01	73.65	2577.88	134049.51

**TABLE 2 - IMMUNISATION NURSES (SHOWING INCREASES)**

	2022 Hourly Rate	2022 Weekly Rate	2022 Annual Salary	2023 Hourly Rate	2023 Weekly Rate	2023 Annual Salary	2024 Hourly Rate	2024 Weekly Rate	2024 Annual Salary
RNA 38 - Grade 2 - Level S	52.09	1979.57	102937.75	53.40	2,029.06	105,511.19	54.73	2,079.79	108,148.97

**TABLE 3: MATERNAL & CHILD HEALTH NURSES (SHOWING INCREASES)**

Maternal & Child Health Nurses (Full-time Employees/38 hours per week)

Maternal & Child Health	2022 Hourly Rate	2022 Weekly Rate	2022 Annual Salary	2023 Hourly Rate	2023 Weekly Rate	2023 Annual Salary	2024 Hourly Rate	2024 Weekly Rate	2024 Annual Salary
MCH 4B 1st Year	53.36	2,027.51	105,430.77	54.69	2,078.20	108,066.54	56.06	2,130.16	110,768.20
MCH 4B 2nd Year	54.80	2,082.47	108,288.45	56.17	2,134.53	110,995.66	57.58	2,187.90	113,770.55
MCH 4B 3rd Year	56.17	2,134.51	110,994.40	57.58	2,187.87	113,769.26	59.01	2,242.57	116,613.49

*NB: An industry allowance is payable in addition to the rates above if applicable.*

**TABLE 4 – SPREAD OF HOURS**

Business Unit	Span of Hours	Clause	Base hours per week	Standard Conditions	Ordinary Hours of Duty
Works and Parks and Gardens and Outdoor employees	6.00 am to 6.00 pm Monday – Friday	33.1 Part B	38	<ul style="list-style-type: none"> <li>76 hours over nine (9) days (i.e. standard day of 8.5 hours per day)</li> <li>one (1) RDO per fortnight</li> <li>30 minutes for lunch* (unpaid)</li> <li>0.5 hours per fortnight paid at time and a half (t½) (full-time employees)</li> </ul>	7.00 am to 4.00 pm
Works and Parks & Gardens - Professional Services and Support employees	7.00 am to 7.00 pm Monday – Friday	33.1 Part B	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid)</li> </ul>	7.15 am to 4.00 pm
Professional, Services and indoor employees (in the Divisions CEO, Governance, Community, Corporate, Development and Infrastructure)	7.30 am to 7.30 pm Monday – Friday <b>(office based)</b>	33.1 Part B	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid)</li> </ul>	8.15 am to 5.00 pm
Local Laws	8.00 am to 8.00 pm Monday – Friday	33.1 Part B	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid).</li> </ul>	8.15 am to 5.00 pm
Maternal and Child Health	7.00 am to 7.00 pm Monday – Friday	12 Part C	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>30 minutes for lunch (unpaid)</li> </ul>	According to Roster
Immunisation Services	8.00am to 8.00pm Monday - Friday	12 Part C	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid)</li> </ul>	8.15 am to 5.00 pm
Library Service	7.00 am to 9.30 pm Monday – Friday <u>and</u> 8.00 am to 12.00 pm Saturday	33.9.1 Part B	35	<ul style="list-style-type: none"> <li>140 hours over 19 days (i.e. 7.35 hours per day) - one (1) ADO, <b>or</b></li> <li>140 hours over 20 days (i.e. 7 hours per day) – no ADO</li> <li>30 minutes for lunch (unpaid)</li> </ul>	*According to Roster * Ordinarily worked between 8am to 9pm Monday to Friday and 8am to 12noon Saturday.
Leisure Services (Recreation Centres)	5.00 am to 10.00 pm Monday - Sunday	59.1 Part A	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (i.e. 7.6 hours per day) – no ADO</li> <li>30 minutes for lunch (unpaid).</li> </ul>	According to Roster
Childcare	Monday – Friday 6.30am to 6.30pm	33.15 Part B	38	<ul style="list-style-type: none"> <li>Clause 12, Part C</li> </ul>	According to Roster

**Campaspe Shire Council Enterprise Agreement 2022**

<b>Business Unit</b>	<b>Span of Hours</b>	<b>Clause</b>	<b>Base hours per week</b>	<b>Standard Conditions</b>	<b>Ordinary Hours of Duty</b>
Port of Echuca	5.00am to 10.00pm Monday to Sunday	57.1 Part A	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (ie. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (ie. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid)</li> </ul>	According to Roster
Aged Services	7.30am to 7.30pm Monday to Friday	56 Part A	38	<ul style="list-style-type: none"> <li>152 hours over 19 days (ie. 8 hours per day) - one (1) ADO, <b>or</b></li> <li>152 hours over 20 days (ie. 7.6 hours per day) – no ADO</li> <li>45 minutes for lunch* (unpaid)</li> </ul>	According to Roster
Specific engagement: Employees other than physical physical/community services employees engaged in community services who may be engaged in the Infrastructure and Community Directorates or under the Executive Director	5.00am to 10.00pm Monday to Sunday	33.12 of Part B	38	<ul style="list-style-type: none"> <li>38 hours per week to be worked between the ordinary span of hours, 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</li> <li>According to an agreed roster upon between the employer and/or employees and the employer, provided that the ordinary hours will not exceed 76 in any consecutive two-week periods or 152 in any consecutive four-week periods</li> </ul>	According to Roster
Specific engagement: Employees, other than physical/community services employees engaged in recreation centres in the Recreation Business Unit	5.00am to 10.00pm Monday to Sunday	33.13 of Part B	38	<ul style="list-style-type: none"> <li>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, to be worked between 5.00am and 10.00pm. The ordinary hours on any day will be worked continuously except for a meal break; or</li> <li>According to an agreed roster provided that the ordinary working hours will not exceed:</li> <li>76 such ordinary hours in consecutive two-week periods or</li> <li>152 such ordinary hours in consecutive four-week periods.</li> </ul>	According to Roster
Special engagement (physical/community services employees only) who may be engaged in the Infrastructure and Community Directorates or under the Executive Director	5.00am to 10.00pm Monday to Sunday	33.16 of Part B	38	<ul style="list-style-type: none"> <li>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 within the span of hours or</li> <li>According to an agreed roster provided that the ordinary hours fixed by any such roster will not exceed:</li> <li>38 in any one-week period, or alternatively</li> <li>76 in any consecutive two-week period, or</li> <li>114 in any consecutive three-week period, or</li> <li>152 in any consecutive four-week period.</li> </ul>	According to Roster
Specific Engagement: Physical/community services employees engaged in sanitary or garbage collections or disposal in the Operations Business Unit	Midnight to 5.30pm	33.14 of Part B	38		According to Roster

### **34 EMPLOYEES AGED OVER 65 YEARS**

The parties recognise that employees under federal legislation can continue to work beyond the age of 65 years. It is agreed that all employees beyond the age of 65 years shall not be disadvantaged and will continue to receive all terms and conditions of employment applicable to employees under 65 years.

## **HOURS OF WORK, LEAVE, OVERTIME, WEEKEND WORK**

### **35 WORK-DEMAND HOURS**

In the interest of creating maximum flexibility, extended hours may be worked. By mutual agreement the following provisions may apply:

- 35.1 Hours in excess of 152 hours in a 20-day working cycle (Monday to Friday) can operate by agreement with a work team and individuals needed to perform additional work.
- 35.2 For a standard engagement flexible hours must be worked within the normal spread of hours to a maximum total number of 152 hours on a four week cycle. Should any hours approved be in excess of 152 hours in the four-week cycle, then the overtime provisions of the relevant parts of this Agreement will apply. In the case of specific hours of engagement, flexible hours may be worked in line with the relevant parts of this Agreement.
- 35.3 Work teams or individuals will be consulted in the preparation of rosters.
- 35.4 Additional hours shall only be worked within the spread of hours as detailed in the relevant parts of this Agreement.
- 35.5 The spread of hours shall be as per the relevant parts of this Agreement, unless otherwise varied in the specific conditions of employment Clauses of Part A of this Agreement.

### **36 FLEXIBLE HOURS OF EMPLOYMENT**

#### **36.1 Working Times**

The Campaspe Shire Council is committed to ensuring the wellbeing of its employees and their families. For outdoor staff, flexible hours of employment are to be worked in accordance with Clause 36 Part A of this Agreement. For indoor staff, an employee may by arrangement temporarily vary their hours of employment.

Such arrangements shall only be introduced under the following conditions:

- At the employee's initiative
- Be approved in advance in accordance with Council policy
- Subject to the operational needs and requirements of the work unit
- To a maximum of 24 hours per annum
- Must have a risk assessment undertaken for the duties at the time at which the duties are performed.

*For example, an employee may seek to start and finish work earlier to accommodate a child at school for a term during which normal caring roles are not possible. The employee will return to normal start and finish times at the cessation of the term.*

## 36.2 Gradual Return to Work

Employees returning to work after an extended period of leave may, by agreement, return to work on a gradual or permanent part-time basis in accordance with an individual return to work plan. This plan is to be developed between the employee and their manager, where practical, two months prior to return to work.

36.2.1 The Council shall commence a return-to-work plan for all staff on extended leave where elected by the employee. This may include parental leave, periods of unpaid or extended study leave. The plan shall include sending the employee the monthly "Shire Wire" newsletter. It also includes sending employees on leave regular departmental newsletters, work unit memos, and copies of the internal advertising of vacant positions.

36.2.2 At earliest opportunity prior to the employee is due to return to work, Council shall inform the employee their return to work including their position and re-orientation. Upon the return to work, the employee shall receive five days (pro-rata for less than 12 months maternity leave) of paid return to work training and/or orientation. The days of attendance shall be mutually agreed between the parties and the training and/or orientation will not replace work which would otherwise be done by permanent employees.

## 36.3 After Hours Dependant Care

The parties recognise that work, training and attending meetings at times outside of the normal hours worked, has a significant impact on employees with family responsibilities.

The organisation will provide or reimburse expenses incurred for childcare in these situations. Reimbursement will be upon proof of payments to registered providers, to other providers as approved by Council, prior to the service being required.

## 37 PURCHASED LEAVE

Purchased leave is an arrangement whereby an employee receives four weeks annual leave and an additional number of weeks (one week minimum) unpaid leave per year (plus other leave entitlements). The employee is paid for 52 weeks per year at the selected fractional rate of the annual salary for his/her position.

### **Examples:**

#### **51/52 Model:**

One week additional unpaid leave. Employee will be paid 52 weeks per year at fractional rate of 51/52 of the annual salary for his/her position.

#### **50/52 Model:**

Two weeks additional unpaid leave. Employee will be paid 52 weeks per year at fractional rate of 50/52 of the annual salary for his/her position.

#### **49/52 Model:**

Three weeks additional unpaid leave. Employee will be paid for 52 weeks per year at fractional rate of 49/52 of the annual salary for his/her position.

**48/52 Model:**

Four weeks additional unpaid leave. Employee will be paid for 52 weeks per year at fractional rate of 48/52 of the annual salary for his/her position.

A flexible model of employment can only be introduced at an employee's initiative. All employees may apply to work a flexible model of employment. Applications for a flexible model of employment must be approved by the employee's Manager and Chief Executive Officer, subject to operational requirements.

An employee working under a flexible model of employment may request a reversion to standard employment conditions. Such requests can only be made every 12 months from the date of transfer to the flexible model of employment.

Employees are encouraged to seek independent financial advice prior to entering into such an agreement.

**38 LEAVE WITHOUT PAY**

Employees may apply for leave without pay for up to 104 weeks for personal, travel or career purposes. Leave is subject to Council approval and will be based on operational requirements and other relevant factors. If the leave is approved the employee will return to the same or equivalent position. Such requests for leave shall require two month's notice to Council prior to the start of such leave and shall nominate a fixed return date. By agreement between the employee and employer unpaid leave may subsequently be extended.

**39 EXCESS LEAVE MANAGEMENT / CASHOUT OF LEAVE**

The parties to this Agreement acknowledge the importance of taking annual leave on a regular basis as a means of maintaining health and wellbeing and recognise that in introducing these conditions, Council is trying to better manage this.

- 39.1 For the purposes of this clause, 'a week' is the equivalent of the employees' normal rostered hours for the week.
- 39.2 A full-time employee who has more than eight weeks (304 hours) annual leave may during the life of this Agreement apply, to reduce their leave balance by one of the two following methods:
  - 39.2.1 taking for example, one week (38 hours) annual leave at double pay, therefore using two weeks (76 hours) leave entitlement, or two weeks (76 hours) leave at double pay, therefore using four weeks (152 hours) entitlement. In other words, leave entitlements deducted will be equivalent to the period of time paid, or
  - 39.2.2 cash out excess leave accruals, however as indicated in 39.6 below, the remaining annual leave balance must not be less than four weeks.
- 39.3 Employees who choose to take this option will be required to acknowledge in writing, that this payment was in lieu of taking such annual leave and as such will not be able to make further claims on the period of leave paid out. The same principles will apply for part-time employees on a pro-rata basis in accordance with subclause 39.2.1 above.
- 39.4 The payment for cashed out annual leave is to be paid at the employees' ordinary rate of pay, the same as what the employee would have been paid if the employee took the leave and taxed accordingly.
- 39.5 Part time employees with greater than eight weeks annual leave accrued may apply to take additional leave in excess of their normal rostered hours (up to 38 hours per week), to assist in reducing their annual leave balance.

- 39.6 A full-time employee must have four weeks (152 hours) annual leave balance at the conclusion of the cashing out of annual leave (pro-rata equivalent for part-time employees).
- 39.7 An employee cannot be forced or pressured to cash out annual leave.
- 39.8 Employees are encouraged to seek independent financial advice with regards to cashing out annual leave.
- 39.9 The requirements of this clause may be varied in individual cases with the written approval of the relevant General Manager or the CEO.

#### **40 BEREAVEMENT LEAVE**

Bereavement leave entitlement in the event of a death (immediate family).

An employee (other than a casual) is entitled to a total of up to 5 days paid bereavement leave (pro-rata for part-time employees) immediately after the death of a member of the employee's immediate family for the purposes of making funeral arrangements and/or attending the funeral. The 5-day entitlement includes any entitlement for paid compassionate/bereavement leave under the National Employment Standards, or Part B or C of this Agreement. An employee may take bereavement leave on each occasion as:

- 40.1 A single continuous period of up to 5 days; or
- 40.2 Any separate periods of up to 5 days to which the employee and the Council agree.
- 40.3 'Immediate family' is defined as:
- 40.3.1 The spouse or domestic partner (including a former spouse or former domestic partner) of the employee. A domestic partner means a person to whom the employee is not married but with whom the employee is living as a couple on a genuine domestic basis (irrespective of gender); and
  - 40.3.2 A child or an adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 40.4 For casual employees, bereavement leave in the event of an immediate family member is unpaid leave. A casual employee is entitled to 2 days on each occasion.

#### **41 GENDER TRANSITION / AFFIRMATION LEAVE**

Gender transition refers to the process where a transgender employee commences living as a member of another gender. This is sometimes referred to as the person 'affirming' their gender. This may occur through medical, social or legal changes.

- 41.1 Employees may transition in several ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- 41.2 Council will provide up to five days paid leave (pro-rata for part time employees) to an employee with 12 months service or more (other than a casual employee) to assist the employee undertaking gender transition or affirmation of their gender which is inclusive of but not limited to medical, psychological, union consultation, hormonal, surgical, legal status, and documentation amendment appointments.
- 41.3 Leave may be taken as singular days or as a block of consecutive days.

41.4 Council may request supporting documentation as evidence of attendance at gender affirmation procedures or appointments.

## **42 PARENTAL LEAVE**

42.1 Where an employee is eligible for maternity or adoption leave, the employer will pay the employee a payment representing 13 weeks' pay. Paid parental leave entitlements will also apply in the event of a stillbirth at 20 weeks (or more) or neo natal death.

42.2 For the period of maternity or adoption leave specified above, the maternity or adoption leave payment may be made to male employees who become the primary carer of the child due to serious long-term illness or death of the mother. Proof from the relevant medical practitioner must be provided.

42.3 Where an employee is eligible for paternity or adoption leave, the employer will pay the employee a payment representing two weeks' pay.

42.4 In addition to provisions of other relevant parts of this Agreement, all employees on parental leave shall be entitled to return to the organisation on a full-time or part-time basis in an equivalent position she/he occupied prior to the parental leave. In relation to an employee who transferred to a safe job, this means the position held immediately before such transfer. Where this Clause will present service delivery or operational issues to Council, then the matter may be addressed through the dispute resolution procedures of this Agreement.

42.5 Employees who are entitled to paid parental leave from Council are entitled to the superannuation guarantee contribution on their paid parental leave entitlement.

## **43 PRE NATAL-LEAVE**

43.1 An employee who presents a medical certificate from a doctor/midwife stating she is pregnant will have access to paid leave totalling 38 hours per pregnancy which will enable the employee to attend routine medical appointments associated with the pregnancy. A medical certificate must cover each absence.

43.2 The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

43.3 On presentation of a medical certificate stating such, an employee who has a partner who is pregnant will be eligible to access leave under this Clause for a period totalling 15.2 hours. A medical certificate must be provided to cover each absence.

## **44 MATERNAL SUPPORT**

- 44.1 Council recognises the beneficial effect of breastfeeding in the development of infants and supports the promotion of a positive attitude toward breastfeeding and the access to safe, clean, private and comfortable facilities for employees expressing milk or breastfeeding.
- 44.2 An employee who is a nursing mother will be granted any alteration to working hours as can be accommodated within business needs to allow her to attend to breastfeeding requirements.
- 44.3 Employees should discuss with their relevant supervisor/manager necessary arrangements to expressing or breastfeeding within the workplace. The required absences for the period of expressing or breastfeeding shall be discussed with the employee's supervisor in order that adequate relief arrangements can be put in place.

## **45 FAMILY CARE LEAVE**

Council employees are entitled to family care leave to provide care for members of their immediate family or household when they are ill.

Family care leave will be deducted from employees accrued sick leave entitlement. If an employee's sick leave entitlement has been exhausted, Council employees will be entitled to two additional (non-accumulative) days per year for the purposes of either family care leave or sick leave.

The employee must produce a medical certificate or statutory declaration on each occasion indicating the illness of the person concerned and that the illness is such that the person requires care by the employee or that they themselves were not fit for work.

All other provisions regarding family care leave will be as per the relevant parts of this Agreement.

## **46 PERMANENT CARE LEAVE**

If, pursuant to the *Children, Youth and Families Act 2005 (Vic)* or any successor to that legislation, an employee with 12 months paid continuous service, is granted a permanent care order in relation to the custody or guardianship of a child and the employee is the primary carer for that child, the employee will be entitled to 13 weeks' paid leave at full pay at a time to be agreed with the employer. When applying for Permanent Care leave, the employee may be requested to provide a copy of the order made by the Children's Court to Council.

The primary carer is the person who is the primary carer of the child the subject of the permanent care order. Only one person can be the child's primary carer.

An employee who has completed at least twelve months paid continuous service and who will be the secondary carer at the time of the permanent care order becoming operative is entitled to two weeks of paid leave at a time to be agreed with Council. Secondary carer means a person who has parental responsibility for the child but is not the primary carer.

## 47 LONG SERVICE LEAVE

47.1 Employees will be eligible for long service leave pro-rata after 7 years of service. All other long service leave entitlements will be in accordance with the *Local Government (Long Service Leave) Regulations 2021* made in respect of the requirements of the *Victorian Local Government Act 2020*.

## 48 TRAINING AND DEVELOPMENT – STUDY LEAVE

### 48.1 Training

- 48.1.1 Access to training is a fundamental element of the process of achieving a total service culture.
- 48.1.2 Campaspe Shire Council management and employees have a joint commitment to provide all employees with a range of training opportunities to develop their skills and competencies which will be formal and accredited, where possible. Training of staff with special expertise to train others in areas such as skills development, introduction of new technologies and on the job training will be a part of this process.
- 48.1.3 Relevant training where agreed will be provided.
- 48.1.4 To work towards establishing and maintaining workplace teams.
- 48.1.5 The Personal Development Planning (PDP) process will be closely connected to development and career path opportunities, succession planning and organisational needs. It is essential that employees are involved in this process.
- 48.1.6 An annual training program will be developed and implemented through consultation with adequate resources allocated for each work area.

### 48.2 Professional Development Program

Throughout the life of this Agreement, Council will consider the establishment of a professional development program with the objectives of, leveraging opportunities to:

- Attract suitably qualified candidates to professional employment positions,
- Develop technical and more general management skills,
- Retain quality professional staff and,
- Increase flexibility within all services area.

The program must identify the skills to be acquired, the training to be undertaken, the performance measures to be met and any specific timeframes which are relevant to the program.

### 48.3 Study Leave

Council recognised the need to have skilled and qualified staff and to develop the future potential of staff.

All employees shall be able to access study leave during the normal week spread of hours under the following conditions:

- The course of study, in the opinion of the manager, must relate to Council business objectives and the employee's Personal Development Plan.

- All study leave must be approved in advance in writing by the employee's manager.
- The manager and employee shall negotiate suitable arrangements so that the work output is not compromised.
- Where agreement cannot be reached between the parties for study leave, the matter may be resolved by using the grievance procedure.

48.3.1 Eligible employees shall be entitled to up to four hours per week paid study leave for the purpose of travelling to or attending approved courses of study.

48.3.2 A staff member shall be eligible for study leave if they have been employed by Council in a permanent position for not less than three months and the course of study has been agreed to be relevant to the existing job or potential future appointment or is stated in the annual review of the staff development scheme.

The Training and Development Policy will provide for the reimbursement of study fees for eligible employees upon production of evidence of the satisfactory completion of units of study and will include:

48.3.3 50% reimbursement of:

48.3.3.1 The Commonwealth Support Place (CSP) cost of tuition,

48.3.3.2 Purchase of textbooks.

48.3.4 If a staff member is unable to afford to pay tuition fees at the beginning of the year/semester, they may, upon application receive an advance of 50% of the CSP fees.

48.3.5 Approval of studies and reimbursement of fees must be confirmed in writing by management and placed on the employee's personnel file. This can only be varied by agreement between the parties.

## **49 CULTURAL AND CEREMONIAL LEAVE**

The parties 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.

Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

Alternatively, the employee may elect to apply for up to ten days unpaid leave per annum, non-cumulative.

## **50 SERVICE WITH THE ARMED FORCES**

Employees who are members of a Defence Reserve may apply for two weeks leave per annum on full pay to attend camps, courses or schools conducted by the Defence Forces.

Such leave will be in addition to other leave such as annual or long service leave.

Upon evidence from the Defence Forces, an employee may be released for a longer period to actively serve during periods of national or overseas obligations. Where permission is granted

for this purpose and the employee's pay during the periods of Defence Service is less than his or her normal salary, then Council will pay the difference between the salary rates for a period up to three months.

An employee who has attended a period of duty for the Defence Reserve shall be entitled to a break of ten consecutive hours from the end of that duty prior to resuming normal duties with Council.

## **51 EMERGENCY SERVICE ORGANISATIONS**

Council supports its staff being part of emergency services organisations, subject to individual arrangements being made between the manager and the employee for attending emergency situations.

Where an employee is a volunteer member of the Country Fire Authority (CFA) or State Emergency Service (SES) or another emergency service organisation and is required to attend to emergencies in work time then leave can be granted on full pay at the discretion of the relevant General Manager.

An employee who has attended a period of duty for the CFA/SES shall be entitled to a break of ten consecutive hours from the end of that duty prior to resuming normal duties with Council.

## **52 CHRISTMAS/NEW YEAR SHUTDOWN**

Where practicable, employees may elect to work the Melbourne Cup or Grand Final public holidays. When worked, these holidays can be stored and must be taken as part of the Christmas/New Year shutdown.

## **53 ADJUSTMENT OF ALLOWANCES**

All relevant allowances will be increased by the annual quantum percentage rate contained in Clause 32 of this Agreement. Details are contained in Table 5.

**54 TABLE 5: ALLOWANCES**

Type of Allowance	Allowance 2021	Clause in Part A/B	2022 Increase @ 2%	2023 Increase @ 2.5%	2024 Increase @ 2.5%
Works Oncall (fortnightly amount paid)	\$413.44	55.4.2	\$421.71	\$432.25	\$443.06
Fortnightly amount paid			\$168.68	\$172.90	\$177.22
Travel Time TRV 15-30 kms	\$22.93	55.5.4	\$23.39	\$23.86	\$24.33
Travel Time TRV 30-45 kms	\$43.01	55.5.4	\$43.87	\$44.75	\$45.64
Travel Time TRV >45 kms	\$64.51	55.5.4	\$65.80	\$67.12	\$68.46
	<b>Allowance at end of 2021 Cents per KM</b>	<b>Clause in Part B</b>			
<b>VEHICLE ALLOWANCE</b>					
More than 4 cylinders or 35 power mass units (pmu) or over	110.63	23.1.5(c)			
4 cylinders and less or less than 35 power mass units (pmu)	91.15	23.1.5(c)			
Motor Cycle 250cc and over	53.25	23.1.5(c)			
Motor Cycle under 250cc	40.06	23.1.5(c)			
Bicycle	13.22	23.1.5(c)			
	<b>Allowance 2021</b>	<b>Clause in Part B</b>	<b>2022 Increase @ 2.0%</b>	<b>2023 Increase @ 2.5%</b>	<b>2024 Increase @ 2.5%</b>
<b>MEAL ALLOWANCE</b>					
First Meal	\$21.37	23.1.3; 23.1.4	\$21.80	\$22.34	\$22.90
Subsequent Meals	\$13.28	23.1.3; 23.1.4	\$13.55	\$13.88	\$14.23
<b>DEAD ANIMAL ALLOWANCE - per animal</b>					
Horses, cattle, pigs and animals of similar size	\$8.64	23.1.10(b)	\$8.81	\$9.03	\$9.26
Sheep and animals of similar size	\$5.55	23.1.10(b)	\$5.66	\$5.80	\$5.95
Dogs, cats & animals of similar size	\$ 2.31	23.1.10(b)	\$2.36	\$2.42	\$2.48
Fish (in quantities)	\$8.70	23.1.10(b)	\$8.87	\$9.10	\$9.32
<b>OTHER ALLOWANCES</b>					
Maintenance Allowance per week	\$36.65	23.1.7(b)(iii)	\$37.38	\$ 38.32	\$39.28
Industry Allowance per week	\$32.28	23.1.7(c)	\$32.93	\$33.75	\$34.59
Plumber Allowance	\$32.14	23.1.8(a)	\$32.78	\$33.60	\$34.44
Availability Allowance per week	\$296.58	34.7.2	\$302.51	\$310.07	\$317.83
On Call Allowance per week inc IT	\$154.26	34.7.1	\$157.35	\$161.28	\$165.31
First Aid Allowance per day	\$2.43	23.1.17	\$2.48	\$2.54	2.60
Hot Places 45°C to 54°C per hour	\$0.63	23.1.13	\$0.64	\$0.66	\$0.68
Hot Places > 54°C per hour	\$0.74	23.1.13	\$0.75	\$0.77	\$0.79
Child Care Uniform Allowance /day	\$2.18	23.1.11(b)	\$2.22	\$2.28	\$2.34
Library Allowance	\$5.18	23.1.2(a)	\$5.28	\$5.42	\$5.55
HACC Overnight care - per 8 hours	\$142.80	56.3 (Part A)			
HACC After Hours Phone Contact	\$30.00	56.5 (Part A)			
HACC After Hours Phone Public Holiday	\$55.00	56.5 (Part A)			
<b>Type of Allowance</b>		<b>Allowance at Feb 2022</b>	<b>2022 Increase @ 2.0%</b>	<b>2023 Increase @ 2.5%</b>	<b>2024 Increase @ 2.5%</b>
<b>Registered Nurse Qualification Allowance</b>					
Hospital/Graduate Cert (4%)/week		\$77.61	\$79.16	\$81.14	\$83.17
Post Grad Dip/Degree (6.5%) per week		\$126.11	\$128.63	\$131.85	\$135.14
Masters/Doctorate (7.5%) per week		\$145.51	\$148.42	\$152.13	\$155.93

## **55 CONSTRUCTION, MAINTENANCE, PARKS AND GARDENS AND QUARRIES DEPARTMENTS SPECIFIC CONDITIONS**

### 55.1 Multi-Skilling

Council is committed to the concept of multi-skilling and flexible work practices. All Council employees must be prepared to carry out a wide range of duties, as required from time to time by the manager, provided that appropriate training and skilling is provided to achieve these tasks.

### 55.2 Banding Levels

All new employees shall commence employment no lower than the minimum level of Band 2.

### 55.3 Hours

This section shall be read in conjunction with Part B of this Agreement:

- Hours in excess of 152 shall be paid at penalty rates or employees may elect, instead, to have the hours in excess recorded and stored as prescribed in Part B, to be taken as leave at mutually agreed times, when working demand is lower.
- The combination of RDOs and stored time must not exceed five days in total.

### 55.4 Call Out and Stand-By

- 55.4.1 Council is required to respond to a range of emergencies and incidents after normal working hours. To ensure that this is possible, staff with appropriate skills will be rostered on duty by mutual agreement.
- 55.4.2 An employee who is rostered on duty to respond to emergencies after normal hours will be paid the Works Oncall allowance. (See Table 5 – Allowances). Work covered by the allowance includes answering queries by telephone and organising works to be undertaken by others.
- 55.4.3 Call outs and penalty rates will be payable in accordance with Part B. Time spent getting to and from the work site will be counted as time worked.
- 55.4.4 All employees when rostered on duty will not go where he/she cannot be contacted by telephone. All employees when rostered on duty must be in a position to take up deployment within fifteen minutes.

## 55.5 Starting and Finishing Points

- 55.5.1 When required employees shall commence and finish on the job site at such times as agreed by the Unit Leader and the majority of persons in the work team to enable 8.5 hours on the job.
- 55.5.2 Council shall supply vehicles, wherever possible and practical, to enable employees to travel from their home to the job site.
- 55.5.3 By agreement between the manager and the employee, employees shall be paid a travel allowance in accordance with Part B of this Agreement to use their own vehicle to travel to and from their homes to the job site.

### 55.5.4 Travel Time

Payment for travelling time to or from the job site (whichever is the greater) shall be based on the following daily rates:

- Within a 15 kilometre radius of the employee's designated depot, no additional payment shall be paid
- Between a 15 and 30 kilometre radius from the employee's designated depot, an allowance as indicated in Clause 54 - Table 5 – Allowances shall be paid.
- Between a 30 and 45 kilometre radius from the employee's designated depot, an allowance as indicated in Clause 54 - Table 5 – Allowances shall be paid.
- Between a 45 and 60 kilometre radius from the employee's designated depot, an allowance as indicated in Clause 54 - Table 5 – Allowances shall be paid.
- The above allowances will be increased as per the agreed mechanism in this Agreement thereafter.

*Note: The definition of a job site is a work location other than one of the Council's works depots.*

## 56 AGED AND DISABILITY SERVICES SPECIFIC CONDITIONS

### 56.1 Hours of Work

- 56.1.1 Spread of hours is 7.30am to 7.30pm, Monday to Friday.
- 56.1.2 Employees daily/weekly/monthly work time shall be undertaken in accordance with a roster, or by agreement between employee and management to ensure the achievement of the highest level of productivity.
- 56.1.3 Rosters/tasks allocated shall be created weekly/fortnightly/monthly to meet customer needs where possible. Every effort will be made to zone customers.

### 56.2 Commencement Duties

- 56.2.1 Employees are to start and finish work in accordance with the allocated tasks on the rosters.
- 56.2.2 The roster must be communicated weekly to all staff members.

Part time staff members must agree to their hours in writing, either by signing their timesheet or on pro-forma agreeing to the hours worked if they are different than the original hours of agreement. In some cases, a carer will be asked to provide service to clients that are not part of their regular roster. In the case where these clients are the first job of the day and live more than 10 kilometres from the carer's place of residence, the carer will be entitled to the applicable rate of travel for all kilometres beyond 10 kilometres but will not be paid for the time travelled.

### 56.3 Overnight Care

In the event of an employee being required to provide overnight care during any shift, including public holidays, an allowance of \$142.80 for eight hours sleep will be paid in addition to the appropriate rate of pay as prescribed for the remaining active hours of such shift. This rate will remain for the term of this Agreement.

The parties agree to monitor the frequency of call-out during overnight care throughout the life of this Agreement, and if required, a minimum of one hour at time and a half will be paid. Any disputes arising out of the implementation of this Clause shall be settled in accordance with Clause 12 of this Agreement.

Council shall ensure that where employees are providing overnight care, employees shall be provided with the following:

- A well-ventilated work environment with heating where applicable
- A clean bed and bedding
- Access to a bathroom and toilet facility
- A meal or enough food to prepare a meal, or a meal allowance in accordance with the Award
- Access to telephone and torch
- Access to a mobile phone for highly dependent customers
- A contact number of a supervisor in the event of an emergency.

#### 56.4 Travel Allowance

Employees shall be reimbursed at the award rate for kilometres travelled between the first and consecutive rostered jobs and will be paid for travel time between the first and consecutive rostered jobs at the rate of Band 1D (as per Table 1, Clause 34).

#### 56.5 After Hours Phone Contact Service

Indoor staff rostered to be contactable after hours (7am to 8.15am and 5pm to 9.30pm weekdays, 7am to 9.30pm on weekends and all office closure periods such as Public Holidays and Christmas closures) will be provided with a mobile phone and mobile computing service to enable access to the Campaspe Shire Council Aged and Disability Rostering System. Staff must remain within mobile contact range and will be paid at the rate of \$30 per day Monday to Sunday.

Public Holidays and at time of Christmas office closure the rate will be \$55 per day.

#### 56.6 Cancellation of Services

56.7 Where weekday services are cancelled and guaranteed hours are affected, the employee will be offered alternate work to achieve guaranteed hours. In the first instance Council will endeavour where practicable, to offer client based alternate work. Should the employee decline the offer of these hours, the revised roster will be regarded as an agreed variation to guaranteed hours and will be paid as such for that fortnight. Should a rostered service be cancelled within 12 hours of the scheduled service, and alternate work for the day is not able to be sourced, the worker will be paid for half the rostered service or a minimum of thirty minutes for a cancelled service. (For services exceeding 30 minutes only – “pop in” services less than 30 minutes duration, unless otherwise filled, will be paid as rostered). Where alternate hours are not available in the roster period, and the employee has not declined any offer of alternate hours, a minimum payment will be made at the end of the four-week roster cycle to ensure guaranteed hours for the four-week rostering period have been met.

Where services rostered on weekends are cancelled, the employee will be paid as rostered.

## 57 PORT OF ECHUCA SPECIFIC CONDITIONS

### 57.1 Hours of Work

38 hours per week to be worked between 5.00am and 10.00pm and 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 management and employees, 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, to be worked between 5.00am and 10.00pm.

The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for the day.

Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours prior, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be affected. Where that amount of notice as provided above has not been given, the employee working his or her 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 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 Council where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonable be held responsible.

### 57.2 Public Holidays

All employees except those casual and permanent part-time employees who are in receipt of a loading in lieu of payment for annual leave, sick leave and public holidays will be entitled to the following public holidays without deduction of pay:

- New Year's Day
- Good Friday
- Easter Sunday
- Easter Monday
- Christmas Day
- Boxing Day.

The following days as prescribed in the relevant states, territories, and localities:

- Australia Day
- Anzac Day
- Queen's Birthday
- Eight Hours Day or Labour Day.

And one other day to be specified according to state, territory or locality on some other basis:

- Melbourne Cup Day (or by agreement a local substituted day)
- Friday before the AFL Grand Final.

An employee who works on a public holiday as part of his/her ordinary working hours will be entitled to equivalent time off work without loss of pay, not later than three months after the public holiday occurs and where practicable, in the week in which the public holiday occurs.

## 58 MATERNAL AND CHILD HEALTH NURSES SPECIFIC CONDITIONS

This shall apply only to qualified nurses engaged within the Maternal and Child Health Unit.

### 58.1 Workloads

- 58.1.1 Unless otherwise agreed, Maternal and Child Health Nurses shall not exceed new enrolments (comprising birth enrolments and transfer ins) of 125 EFT per equivalent full time, and pro rata for part time employees.
- 58.1.2 Staff equivalent to 100% equivalent full time and pro rata for part time employees, will be immediately provided in the event that enrolments exceed the designated level.
- 58.1.3 The parties to this Agreement shall review the birth notifications every six months.
- 58.1.4 Council may, at its discretion, temporarily reassign an employee to another location within Maternal and Child Health Services to satisfy operational requirements or to fairly balance workloads. Worksite relocation will be subject to consultation with the Maternal and Child Health Nurse concerned and in consideration with existing workload commitments.
- 58.1.5 Where staff attend sites that are not already prepared for consultation (ie rented accommodation) an additional 15 minutes will be rostered for office set up. The above is on the proviso that staff and Council are able to negotiate an additional allocation of administration on an as needs basis, where unexpected increases in consultation workload occurs.

### 58.2 Casual Staff/Relief Staff/Minimum Hours

Relieving Maternal and Child Health staff shall be appointed to cover a minimum of 100% for periods of sick leave and 100% for annual leave. Except in circumstances beyond the control of management (eg. abnormal high levels of absenteeism), no Maternal and Child Health Nurse will have leave refused on account of lack of relief staff.

A nurse employed on a casual or sessional basis shall be paid a minimum of 2.5 hours pay for each engagement where they are performing direct service delivery. A 2-hour minimum payment per engagement will apply when other work is performed, for example undertaking training and staff meetings.

### 58.3 Use of Own Cars

Council provides access to vehicles for staff. All staff operating from the Campaspe Community Children's Centre have access to pool vehicles based at the Echuca Council Headquarters.

Maternal and Child Health Nurses should make every attempt to access a Council vehicle. Should a Council vehicle not be available for business use, staff may, with the prior approval of their manager, use their own vehicle.

In the event that staff are required to use their own vehicle for Council business:

- And commence ordinary hours at a different location if the location is situated further than their ordinary workplace

- When required to relocate to another location after the commencement of ordinary hours
- When called back to duty or when required to attend court hearings, or other professional associations during working hours.

Reimbursement of travel expenses will be at the rate specified in Clause 51 of Part A of this Agreement.

Designated car parks will be maintained at current or future centres that Maternal and Child Health Nurses are allocated to work from.

#### 58.4 Health and Safety

This is comprehensively addressed in Clause 28 of Part A of this Agreement. In addition to the specific terms and conditions in Clause 28 of Part A of this Agreement Council commits to providing personal safety alarms for all Maternal and Child Health Nurses within 6 months of this Agreement being ratified.

#### 58.5 Overtime – Time in Lieu

In lieu of receiving overtime penalty payments, approved overtime may be accumulated as time in lieu at the equivalent overtime penalty rates.

#### 58.6 Evening Sessions

Where Maternal and Child Health Nurses are required to work evening sessions, they will be paid at the appropriate overtime rate for work performed after 7.00pm.

#### 58.7 Training Programs, Professional Development, Conferences and Seminars

When staff choose to attend non-compulsory, out of hours training or professional development, they will be entitled to equivalent time off at “time for time” provided that their attendance has been approved by Council in advance. The time is to be taken at mutually agreed times.

The attendance of Maternal and Child Health Nurses at the following forums will be maintained:

- Regional meetings
- MAV/DoH conferences

In addition to employer mandated or compulsory professional development, all full-time nurses shall be entitled to three days paid personal professional development training and education leave per annum.

58.8 Staff who have been elected to the Victorian Branch of the ANMF as a Branch Executive Committee member will be entitled to paid leave of up to 10 days over two years. If the employee requires more than 10 days in a two-year period, they may on application, be provided a further 5 days.

#### 58.9 Orientation and Clinical Mentoring

All new staff including appointed relief staff will be provided with a schedule for induction. Each induction schedule will be developed based on the needs of the newly appointed employee.

Induction will be undertaken during paid work time and where required the induction will include:

- Corporate induction as specified by Council,
- Appointments with the Children's Services Coordinator or an assigned nurse to discuss Council's Maternal Child Health Nurse service operations,
- Client management system training,
- 1:1 with the Children's Services Coordinator to monitor progress during induction.

#### 58.10 Clinical Case reviews

Council commits to work with the Maternal and Child Health Nurses to introduce a structured case review program within the first year of this Agreement being in place. The purpose of the program will be for professional development through debrief discussion and guidance about clinical and professional matters as they arise from practice.

Clinical case reviews will be provided where possible during working hours or during paid time. This may include the monthly team meetings or at any time a serious event occurs that requires debriefing. A professional facilitator may be requested by the MCHN's and engaged by the service manager to mediate such sessions as required, so long as the sessions are in accordance with Victorian Maternal and Child Health program guidelines.

#### 58.11 Superannuation

Council shall provide Maternal and Child Health Nurses with the option to elect superannuation contributions to be forwarded to either, Health Super, HESTA Vision Super, a superannuation fund of their choice, or the relevant successors. Where no election takes place, Council will contribute funds to Vision Super as the default fund.

#### 58.12 Qualifications Allowance

58.12.1 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 Master or Doctorate degree shall be paid the following qualifications allowance:

Hospital Certificate or Graduate Certificate:	4% of base pay*
Post Graduate Diploma or Degree	6.5% of base pay*
Masters or Doctorate	7.5% of base pay*

Refer Table 5, Part A for Qualification Allowance amounts.

#### 58.13 Lactation Consultation

Lactation consulting is currently not part of the service provided by the Council Maternal and Child Health Nurse service however, if in the future lactation consultation is

deemed to be a compulsory aspect of the Council Maternal and Child health Nurse service, the Council would agree as per the training policy to pay for all aspects of the required training and associated costs for a Maternal and Child Health Nurse to gain and maintain International Board and Certified and Lactation Consultant (IBCLC) qualifications.

58.14 Weekend Minimum Hours

In the event that a Maternal and Child Health Nurse is required to work on a weekend as part of their standard ordinary hours a minimum of 2 hours payment will apply for the length of any shift and appropriate penalties will be paid.

58.15 Enhanced Home Visiting Service

The Enhanced Home Visiting Service and the tools required to perform the duties and responsibilities in this role will be reviewed over the life of this Agreement.

58.16 Transfer of Leave Entitlements from Private Sector

To encourage recruitment and retention of Maternal Child Health Nurses and Immunisation Nurses where an organisation (the previous employer) agrees to transfer the funds associated with an employee's accrued entitlements of annual leave, sick leave and long service leave in their entirety, Council will maintain the employees accrued entitlements upon commencement of employment.

58.17 To support the attraction and development of Maternal Child Health Nurses in regional areas Council commits to considering the viability of a scholarship agreement or a clinical placement, whilst undertaking studies for a Maternal Child Health Nurse, over the life of the Agreement.

58.18 When considering any restructure within the Children's Services Team, there will be a commitment by management to consider the value balanced against the investment to appoint a MCH Team Leader at a time fraction relative to the size of the service specifically to provide staff mentoring and supervisory support to team members and to monitor staff EFT requirements. This position would be remunerated at 5% above the highest MCH rate.

58.19 Transfer of Personal Leave Entitlements

The provisions of clause 39.1.6 of Part B of this Agreement will apply to employees of Council covered by the *Maternal and Child Health Nurses Specific Conditions*.

## **59 AQUATICS SERVICES SPECIFIC CONDITIONS**

### **59.1 Hours of Operation – Standard Engagement for Aquatics Staff**

The standard hours of duty for Physical Community Services employees including staff employed at the Aquatic Services Facility will be 38 hours per week to be worked between 5.30am and 10.00pm Monday to Sunday (both inclusive). The ordinary hours of work will be 38 hours per week.

### **59.2 Split Shifts**

With the agreement of the employee, Aquatic Services employees may work split shifts up to a maximum of 9 hours at ordinary time rates during operating hours of the centres.

### **59.3 Rostering**

The parties agree that the hours of work and the work arrangements will meet the service requirements of each of the Aquatics Centres.

At the instigation of management rosters may be changed at any time with reasonable notice. Reasonable notice is considered to be 48 hours' notice unless there are exceptional circumstances. In these circumstances management will endeavour to meet the personal needs of the employee.

Work shall be undertaken in accordance with the roster which is based on business needs and staff availability. Seasonal rostering will be developed on an annual basis to ensure service needs are adequately catered for.

### **59.4 Service Delivery**

If additional services are required, or if services are cancelled due to decline in demand, permanent staff may be required to vary their hours within a rostered period notice.

### **59.5 Part Time employees**

Part time employees may be offered additional hours as a variation to their agreed hours and will attract penalty rates as per the provisions in Part B, if the hours worked exceed 8 hours in any given day or if the total hours worked exceed 38 hours in a week.

### **59.6 Job Rotation**

To facilitate flexibility in the arrangement of work and to maintain a high-quality standard, by agreement, employees may from time to time be rotated across a range of work functions available within the Campaspe Shire Council's Aquatic facilities as per the needs of the business provided that the duties are within the limits of the employee's skills, competence and training and ensuring no financial disadvantage.

### **59.7 Team Teaching**

This clause has been inserted at the request of employees because some have indicated that they enjoy co-facilitating Les Mills classes. The Campaspe Shire Council Aquatics service model has no business need to run Les Mills fitness sessions with the facilitation

of more than one fitness instructor per class and therefore rosters will only ever be developed with one nominated fitness instructor per class. Staff have highlighted that they enjoy co-facilitating classes, and that co-facilitation adds to the over-all enjoyment of their work. The Campaspe Shire Council wants to ensure that our staff are fully engaged and enjoying the delivery of our services and therefore Council wishes to work with employees on this matter.

The Campaspe Shire Council will approve for staff to nominate where they wish to co-facilitate Les Mills fitness classes. Council will only pay the rate of one hour payment for a class to be run. To ensure that staff are paid accurately for the actual time that they may be instructing a fitness class, where staff self-nominate to co-facilitate a Les Mills fitness session each staff member must complete time sheets to reflect a maximum of ½ hour co-facilitation time. Instructors who are nominated on the roster will be classified as the nominated fitness instructor for the class. Fitness instructors nominated on the roster have no obligation to co-facilitate classes with other instructors if they do not wish to do so.

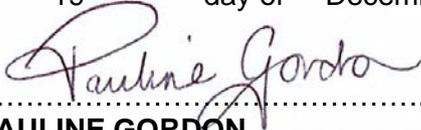
#### 59.8 Quantum and Timing

Staff will be classified and paid according to the rates of pay as identified in Table 5.

# 60 SIGNATORIES

Signed under delegation by the Chief Executive Officer this

19<sup>th</sup> day of December 2022



.....  
**PAULINE GORDON**  
**CHIEF EXECUTIVE OFFICER**

Campaspe Shire Council  
PO Box 35  
Echuca Victoria 3564

SIGNED for and on behalf of  
AUSTRALIAN MUNICIPAL, ADMINISTRATIVE,  
CLERICAL & SERVICES UNION

on the 4th day of January 2023:

Luke Cherry



.....  
PRINT NAME SIGNATURE

Title: Acting Deputy Branch Secretary

Address: 116 Queensberry Street, Carlton South VIC 3053  
.....

WITNESS:

Paula Doody



.....  
PRINT NAME SIGNATURE

SIGNED for and on behalf of  
AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

on the 22nd day of December 2022

Lisa Fitzpatrick



.....  
PRINT NAME SIGNATURE

Title: Secretary

Address: 535 Elizabeth Street, Melbourne Victoria 3000  
.....

WITNESS:

Kellie Whitefield



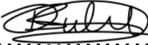
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PRINT NAME SIGNATURE

SIGNED for and on behalf of  
EMPLOYEE BARGAINING REPRESENTATIVE

on the 20th day of December 2022

Daniel Butel

DocuSigned by:



.....  
PRINT NAME

.....  
SIGNATURE

Title: Business Integration Manager

Address: 2 Heygarth Street, Echuca

WITNESS:

Peter Butel

DocuSigned by:



.....  
PRINT NAME

.....  
SIGNATURE

## **PART B – VICTORIAN LOCAL AUTHORITIES AWARD 2001**

Modified for inclusion as Part B of enterprise agreements.

*The term “award” is taken to read “Part B”.*

*Part B of this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Part B and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.*

### **1. TITLE**

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

### **2. ARRANGEMENT**

Part 1 - Application and operation of award

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

Part 2 - Award flexibility

8. Enterprise flexibility provisions
9. Index of facilitative provisions
10. Anti-discrimination
11. Worksite flexibility/starting point

Part 3 - Communication, consultation and dispute resolution

12. Consultation and dispute resolution procedures
13. Posting of award

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

14. Multi-skilling
15. Types of employment
16. Staff development scheme
17. Redundancy
- 17A. Redundancy disputes procedure
18. Notice of termination
19. Terms of employment
20. Position description
21. Annual review

Part 5 - Wages and related matters

22. Classification and minimum rates of pay
- 22A. School-based apprentices
23. Allowances
24. Higher duties/mixed functions
25. Accident pay
26. Superannuation
27. Tools/instruments

28. Uniforms/protective clothing
29. Loss or damage to clothing and/or spectacles
30. Board and lodging
31. Quarters
32. Vehicle hire

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

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

Part 7 - Leave of absence and public holidays

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

Part 8 - Training and related matters award

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

Appendix A – classification definitions

**3. DELETED**

**4. DELETED**

**5. DELETED**

**6. EXCLUSIONS TO AWARD COVERAGE**

**6.1** Part B does not apply to:

- Persons employed in the classification of Chief Executive Officer.

**6.2** Part B does not apply to persons employed in classifications specified in the following awards viz:

- Education Services – Early Childhood Assistants (Victoria) Award 1999 or its successor.
- Early Childhood Teachers Interim Award 1999 or its successor.
- Nurses (ANF Victorian Local Government) Award 1993 or its successor.

**7. DEFINITIONS (GENERAL)**

**7.1** deleted

**7.2** deleted

**7.3** deleted

- 7.4 Employee** means a person whose rate of pay is governed by this award.
- 7.5 Employees other than Physical/Community Services Employees** means an employee whose classification is defined by Bands 3 to 8 of Part A of Appendix A - Classification definitions of this award.
- 7.6 Physical/Community Services Employee** means an employee whose classification is defined by Bands 1 to 5 of Part A of Appendix A - Classification definitions of this award.
- 7.7 Child Care Worker** means an employee whose classification is defined by Bands 2 - 7 of this award.
- 7.8 Senior Executive Officer** means an employee whose position and classification is defined by Part B of Appendix A - Classification definitions of this award.
- 7.9 Recreation Centre** means and includes an establishment at which one or more, or any combination, or all of the following are provided:
- Swimming pool(s), sports centre(s), leisure centre(s) or such other municipal centre(s) providing physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.
- 7.10 Ordinary Rate** is an all purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum award wage prescribed by clause 22 - Classification and minimum rates of pay and the industry allowance where applicable.
- 7.11 GCM (Gross Combination Mass)** means the total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.

## **PART 2 - AWARD FLEXIBILITY**

### **8. DELETED**

### **9. INDEX OF FACILITATIVE PROVISIONS**

- 9.1** A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.
- 9.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause title</b>	<b>Clause number</b>
Consultation and dispute resolution procedures	12
Ordinary time hours of work	33
Overtime (and) work performed on Saturdays, Sundays and public holidays	34
Parental leave	36
Carer's leave	37
Public holidays	42

### **10. DELETED**

### **11. WORKSITE FLEXIBILITY/STARTING POINT**

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

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

**11.2** At the direction of the employer, any employee may be required to relocate his/her place of employment provided that:

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

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

### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **12. DELETED**

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

#### **14. MULTI-SKILLING**

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

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

**14.3** Provided further that where an employee is directed to carry out work of a higher Band, the provisions of clause 24 - Higher duties/mixed functions of this award, will apply. Any direction issued under this clause will be consistent with the respondent's obligation to provide a safe and healthy working environment.

#### **15. TYPES OF EMPLOYMENT**

##### **15.1 General**

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

- Full-time employees; or
- Permanent part-time employees; or
- Casual employees; or
- Temporary employees.

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

##### **15.2 Casual employment**

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

**15.2.1(a)** A casual employee for the purpose of this 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 clause 33 - Ordinary time hours of work and 15.1 and 15.3 of this clause.

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

**15.2.1(c)** A casual employee will not be entitled to any pro rata annual leave, sick leave or public holidays.

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

**15.2.2(a)** A casual employee for the purpose of this clause will mean an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature, 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.

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

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

#### **15.2.3 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.

#### **15.2.4 Caring responsibilities**

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

- If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- Upon the death in Australia of an immediate family or household member.

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

**15.2.4(c)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in

this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **15.2A Casual Employment (Casual Conversion)**

Casual conversion will be in accordance with Division 4A (Offers and requests for casual conversion) of Part 2-2 of the *Fair Work Act 2009 (C'th)*”.

### **15.3 Part-time employment**

#### **15.3.1 Employees Bands 1 to 8 [Note: the provisions of this subclause will not have effect until 30 November 2001.]**

**15.3.1(a)** A part-time employee is a permanent or temporary employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this award.

**15.3.1(b)** The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (**the agreed hours**).

**15.3.1(c)** With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start.

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*.

**15.3.1(d)** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

**15.3.1(e)** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.

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

**15.3.1(g)** A part-time employee shall be entitled to pro rata annual leave, sick leave and long service leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**15.3.1(h)** In accordance with clause 42 - Public holidays a part-time employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's

ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**15.3.1(i)** Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.

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

**15.3.1(k)** Deleted

**15.3.1(l)** Deleted

### **15.3.2 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 his or her classification for each hour worked.

### **15.3.4 Agreed additional hours**

A part time employee may agree to work up to an average of the equivalent full time ordinary hours per week at the ordinary time hourly rate, provided that agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary time rates.

### **15.3.5 Additional hours by direction**

Where a part time employee is directed to work hours in excess of the agreed hours, such hours will be overtime and paid for at the rates prescribed in this Agreement.

## **15.4 Temporary employment**

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

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

## **15.5 Deleted**

## **16. STAFF DEVELOPMENT SCHEME**

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

- All employees to have access to a current position description;
- The development of individual plans as required;
- Annual review of plans;

- An internal appeal mechanism which, at the employee's request, will involve the participation of an employee representative.

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

- The new or enhanced skills required by the employer, together with proposed competency levels where appropriate;
- The training to be undertaken;
- The performance objectives required;
- The time frame for completion of the plan.

## **17. REDUNDANCY**

**Note: the following clause is totally displaced by Part A provisions.**

### **17.1 Definitions**

**17.1.1 Business** includes trade, process, business or occupation and includes part of any such business.

**17.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

**17.1.3 Small employer** means an employer who employs fewer than fifteen employees.

**17.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**17.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime;
- Penalty rates;
- Disability allowances;
- Shift allowances;
- Special rates;
- Fares and travelling time allowances;
- Bonuses; and
- Any other ancillary payments of a like nature.

### **17.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 17.3 Severance pay

#### 17.3.1 Severance pay

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

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

\***Week's pay** is defined in clause 17.1 hereof.

#### 17.3.2 Severance pay - employees of a small employer

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

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

\***Week's pay** is defined in clause 17.1 hereof.

#### 17.3.3 DELETED.

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

#### 17.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *redundancy case decision* [[PR032004](#), 26 March 2004] and the *redundancy case supplementary decision* [[PR062004](#), 8 June 2004].

#### **17.4 Employee leaving during notice period**

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

#### **17.5 Alternative employment**

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

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

#### **17.6 Job search entitlement**

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

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

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

#### **17.7 Transmission of business**

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

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

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

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

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

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

**17.8 Employees exempted**

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks;  
or
- Casual employees.

**17.9 Incapacity to pay**

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

**17A. REDUNDANCY DISPUTES PROCEDURE**

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

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

**17A.2.1** The reasons for any proposed redundancy;

**17A.2.2** The number and categories of workers likely to be affected; and

**17A.2.3** The period over which any proposed redundancies are intended to be carried out.

**17A.3** Where a redundancy dispute arises and discussions occur in accordance with this clause, the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

**18. NOTICE OF TERMINATION**

**18.1 Notice of termination by employer**

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

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks

Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**18.1.2** In addition to the notice in clause 18.1.1 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

**18.1.3** Payment in lieu of the prescribed notice in clauses 18.1.1 and 18.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**18.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

**18.1.4(a)** The employee's ordinary hours of work (even if not standard hours); and

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

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

**18.1.5** The period of notice in this clause does not apply:

**18.1.5(a)** In the case of dismissal for serious misconduct;

**18.1.5(b)** Deleted;

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

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

**18.1.5(e)** To casual employees.

**18.1.6** Continuous service is defined in clause 41 of this award.

## **18.2 Notice of termination by an employee**

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

**18.2.2** If an employee fails to give the notice specified in clause 18.1.1 hereof, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 18.1.4 hereof.

## **18.3 Job search entitlement**

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

#### **18.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 17 of this award, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

### **19. TERMS OF EMPLOYMENT**

#### **19.1 Employees bands 1 to 8**

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

#### **19.2 Abandonment of employment (all employees)**

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

Notwithstanding the above, an employee deemed to have abandoned their employment as described in clause 19.2.1 will be provided notice of termination in accordance with clause 18.

### **19.3 Child care workers**

**19.3.1** Except as provided in 15.2.3 and 15.3.2 of this award, employment will be by the week. An employee not specifically employed as a casual or part-time employee will be deemed to be employed by the week.

### **19.4 Incidental and peripheral duties**

**19.4.1** An employee may be required to perform duties that are incidental or peripheral to her/his major task or tasks.

**19.4.2** An employee not attending for duty will, except as provided by the public holidays, annual leave, and personal/carers leave clauses of this part of this award lose payment for the actual time of non-attendance.

## **20. POSITION DESCRIPTION**

**20.1** Each employer will provide to each employee a position description which will clearly identify as a minimum:

- The accountability and extent of authority of the position;
- The level of judgement and decision making skills required;
- Specialist skills and knowledge required to undertake the duties of the position;
- Managerial skills;
- Interpersonal skills;
- Qualifications and experience required for the position.

**20.2** The position description will be reviewed by the employer in consultation with the employee concerned at least annually.

## **21. ANNUAL REVIEW**

### **21.1 Employees bands 1 to 8 only**

**21.1.1** An annual review will be undertaken by the employer for all full-time and part-time employees.

Provided that any employee who has had an absence of paid leave in excess of 3 months in aggregate or any unpaid leave in the preceding 12 months, shall have his/her assessment delayed by the period of such absence.

**21.1.2** The review will be confidential and comprise as a minimum the following:

- A review of the level within a Band or classification level; and
- The Band or classification level having regard to the classification definitions contained in Appendix A - Classification definitions of this award;
- Reference to the relevant award dispute settling procedures if necessary;

- Access by the employee concerned to any formal review documentation upon request.

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

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

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

**21.1.3(c)** Satisfactory service over the preceding twelve months.

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

0-4.5 tonnes GCM *	=	1D
Over 4.5-13.9 tonnes GCM *	=	2A
Over 13.9-22.4 tonnes GCM *	=	3A
Above 22.4 tonnes GCM *	=	3B

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

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

## **21.2 Child care workers only**

### **21.2.1 Progression**

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

**21.2.1(a)** Competency at the existing level;

**21.2.1(b)** Twelve months experience at that level and in-service training as required;

**21.2.1(c)** Demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

**21.2.2** Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her 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.

**21.2.3** 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 21.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

**21.2.4** Incremental progression to the next pay point level may be accelerated if:

- An employee has achieved competency at his/her 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 his/her existing level.

**21.2.5** Either the employer or the employee may seek to implement accelerated advancement.

## **PART 5 - WAGES AND RELATED MATTERS**

### **22. CLASSIFICATION AND MINIMUM RATES OF PAY**

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

#### **22.1 Employees bands 1 to 8**

**22.1.1** The following minimum weekly rates of pay will be paid to employees as set out in 22.2 below.

**22.1.2** Each employer will grade its employees in accordance with the classification definitions and gradings contained in Appendix A - Classification definitions of this award.

**22.1.3** The employee or appropriate union will have the right to request a Classification Committee review his/her classification if it is considered to be incorrect.

**22.1.3(a)** Such committee will consider all relevant facts and may make a recommendation to the respondent employer.

**22.1.3(b)** A local Classification Committee may consider the matter and will consist of an equal number of employer representatives and union or nominated employee representatives.

**22.1.3(c)** Where no agreement can be reached, 12.2 will be utilised.

**22.1.3(d)** The whole of this subclause will not apply to those employees classified as Senior Executive Officers as provided in 22.6.

#### **22.2 Table - rates of pay**

**Refer to rates of pay in Part A of the Agreement.**

**22.2.1** Deleted

**22.2.2** The entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.

- 22.2.3** Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.
- 22.2.4** Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an **Experienced Engineer** must be no less than Band 6 Level A.
- 22.2.5** **Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.
- 22.2.6** The aforesaid qualifications are as follows:
- That he/she is a member of the said Institute or;
  - That he/she 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 he/she, not having so graduated, has had five years of such experience.
- 22.2.7** The entry point for trainee child care workers without qualifications will be Band 1D.
- 22.2.7(a)** Upon completion of the trainee year, a child care worker will progress to Band 2A.
- 22.2.8** The entry point for a Director of a child care centre will be no less than Band 6A.
- 22.3 Junior employees (employees other than physical/community services and child care workers)**
- 22.3.1** A junior employee classified in accordance with the definition of **Band 3** will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 2 Level C:
- |                       |     |
|-----------------------|-----|
| At 16 years and under | 55% |
| At 17 years           | 65% |
| At 18 years           | 75% |
| At 19 years           | 85% |
| At 20 years           | 95% |
- 22.3.2** A junior Child Care Worker shall be paid a minimum weekly salary according to age based on the scales in clause 22.3.1, provided that the percentage rate shall be of Band 1 Level D.
- 22.3.3** For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.
- 22.3.4** The rates of pay prescribed in this award will be deemed to be the minimum rates payable, and nothing herein contained will preclude any

authority from paying an employee at a higher rate of pay than that prescribed herein.

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

**22.4.1** A junior employee other than an apprentice or trainee as defined shall be paid the ordinary rate applicable to the classification in which he/she is employed.

### **22.4.2 Junior apprentices**

**22.4.2(a)** The minimum rate of pay applicable to junior apprentices will be based on a percentage of the rate of pay applicable to any employee on Band 3A (refer to Part A) plus the industry allowance where applicable.

#### **22.4.2(b) Four year apprenticeships**

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

#### **22.4.2(c) Three year apprenticeships**

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

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

### **22.4.3 Adult apprentices**

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

## **22.5 Trainees**

A trainee 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.

## **22.6 Senior Executive Officers**

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

**22.6.2** An employee at this level will be paid at least \$1 more than the Band 8D rate in Clause 33, Table 1 of Part A.

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

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

- Must be in writing and signed by both parties; and
- Either recorded in the time and wage records kept by the employer in accordance with 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 award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
- An annual review of the agreement;
- Access to The Fair Work Commission for dispute resolution in accordance with the award dispute resolution procedure;
- Details of any salary package arrangements;
- Details of any other non-salary benefits provided to the employee;
- Details of any performance pay arrangements and performance measurement indicators;
- The involvement of the relevant union or an employee nominated representative;
- The salary for the purposes of accident make up pay.

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

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

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

**22.6.6(a)** The total package arrangement however described expires;

**22.6.6(b)** By agreement the arrangement is terminated;

- 22.6.6(c)** Either party seeks to review the arrangement having regard to the provisions of this clause.
- 22.6.7** Any dispute under 22.6.6 can be dealt with under clause 12 - Consultation and dispute resolution procedures.
- 22.6.8** Notwithstanding clause 15:
- 22.6.8(a)** An employee appointed as a senior executive officer who is also a senior officer as defined by Part A of this Agreement, may be employed under a maximum term contract of up to 5 years; and
- 22.6.8(b)** 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.
- 22.6.8(c)** Employees subject to clause 22.6.8 continue to be covered by the provisions of this Award.

## **22.7 Option for annualised salary**

- 22.7.1** By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the Part A rate and an additional component.
- 22.7.2** In such cases, the agreement may provide that the provisions of the following Agreement clauses 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.
- 22.7.3** 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.
- 22.7.4** 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 award dispute resolution procedure.

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

## **22.8 Child care workers**

### **22.8 Payment of wages**

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

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

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

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

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

**22.8.5** Where electronic funds transfer is introduced following the date of the coming into force of this provision the respondent shall pay each employee paid by electronic funds transfer, a nominal transaction fee at the rate of 30 cents per fortnight.

Provided that in respect of municipal employees Band 1 to 5 inclusive:

**22.8.5(a)** An employee shall be paid wages due to him/her within forty-eight hours of the termination of his/her employment. Provided that in the event of dislocation of communications rendering this payment impossible, payment shall be made as soon thereafter as possible.

**22.8.5(b)** Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be paid on the date of termination of his/her services.

## **22A. SCHOOL-BASED APPRENTICES**

- 22A.1** This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- 22A.2** The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 22A.3** For the purposes of 22A.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.
- 22A.4** The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 22A.5** For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 22A.6** The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- 22A.7** School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 22A.8** These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 22A.9** Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- 22A.10** School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

## **23. ALLOWANCES**

**23.1** **Employees other than physical/community services employees bands 3 to 8**  
[23.1.1 varied by [PR919645](#) [PR932180](#) [PR947407](#) corrected by [PR949593](#); varied by [PR959665](#) [PR977139](#) [PR978575](#); [PR983692](#) ppc 01Oct08]

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

<b>Allowance</b>	<b>Clause no.</b>	<b>Amount</b>
		<b>\$</b>
Bookmobile and housebound disability allowance	23.1.2(a)	5.78
Meal allowance:		

First meal	23.1.3; 23.1.4	16.53
Subsequent meal		10.31
Quarters charge	31.1.2	4.27
Availability allowance	34.7.2	221.35
On call allowance	34.7.1	115.13

### **23.1.2 Library allowances**

#### **23.1.2(a) Bookmobile and housebound disability allowance**

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

#### **23.1.2(b) Driving licence allowance**

**23.1.2(b)(i)** An employee who is appointed to a position in which the performance of his or her duties requires him or her to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to his or her motor vehicle driving licence, will be entitled to reimbursement of any costs he or she may incur in obtaining such endorsement including reasonable instruction fees.

**23.1.2(b)(ii)** This provision will not extend to the reimbursement of such costs in any case where the employee had obtained the endorsement before the question arose of his/her appointment to a position such as that described in the preceding paragraph of this clause.

#### **23.1.2(c) Excess travelling time and fares**

**23.1.2(c)(i)** Where an employee employed in a regional library service is instructed to commence work and/or to cease work at a place of duty which is not his or her usual place of duty, then:

- The employee will be paid at ordinary time rates for the time spent in travelling between home and the temporary place of work each day to the extent that the time exceeds the time he/she usually spends in getting to work and returning home; and
- The employee will receive the excess of any costs or fares incurred by him or her in so travelling between home and the temporary place of work over the costs or fares incurred in travelling between home and the usual place of work.

**23.1.2(c)(ii)** For the purposes of the above paragraph **costs or fares** means:

- If the employee usually travels to work by public transport and also travels to the temporary place of work by public transport, then the difference between the fares so paid.

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

### **23.1.3 Meal allowance**

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

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

**23.1.3(c)** An employee who is:

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

**23.1.3(c)(ii)** Recalled to work overtime after leaving his/her place of employment and:

- Is required to commence overtime before he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two hours work and paid a first meal allowance in accordance with 23.1.1 of this clause; or
- Is not required to commence overtime until after he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four hours such employee will be granted a meal break after four hours work and paid a subsequent meal allowance in accordance with 23.1.1(a) of this clause;

- 23.1.3(d)** Required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;
- 23.1.3(e)** Required to work in excess of the provisions of 23.1.3(c)(i), 23.1.3(c)(ii) and 23.1.3(d) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour;
- 23.1.3(e)(i)** Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.
- 23.1.3(e)(ii)** Notwithstanding the provision of 23.1.3(c) and 23.1.3(e)(i) hereof:
- 23.1.3(e)(ii)(A)** Meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;
- 23.1.3(e)(ii)(B)** Subject to employer approval an employee may elect to work continuously without a meal break, but such employee will not lose any entitlement to the meal allowance(s) specified, except where the provisions of 23.1.3(e)(iii) hereof apply.
- 23.1.3(e)(iii)** The provisions of this clause will not apply when the employee can return to his/her place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.
- 23.1.3(e)(iv)** For the purposes of this clause, recognised meal times are between noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.

**23.1.4 Meal allowance (community services officers and recreation centre officers)**

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

- 23.1.4(a)** The employee works overtime in excess of one and a half hours which is continuous with his/her ordinary hours; or
- 23.1.4(b)** The officer works five hours or more on a day which is not an ordinary working day; and
- 23.1.4(c)** In both cases such overtime extends until after a recognised meal break as defined in 23.1.3 above.
- 23.1.4(d)** Meal break means an unpaid period between 30 minutes and 45 minutes duration as directed by the employer or such other period as may be agreed between the employee concerned and the employer.

**23.1.4(e)** The provisions of this clause will not apply when the employee concerned can return to his/her place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

### **23.1.5 Expenses accommodation, out of pocket and vehicle**

**23.1.5(a)** Where an employee is required to travel on duty involving overnight accommodation or where a health and/or meat inspector is appointed only in a relieving capacity or to a position of a casual nature so that he/she cannot reasonably return to his/her home each night, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging. Provided that a health and/or meat inspector who is entitled to such accommodation expenses will also be entitled to one first class return rail fare.

**23.1.5(b)** All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the respondent's behalf will be paid by the respondent. All claims for such expenses will be rendered fortnightly or monthly as directed by the employer and such claims will give particulars of travelling done and expenses incurred in the discharge of official duties. An employer may in connection with any particular claim require that such claim will be supported by statutory declaration.

*[23.1.5(c) varied by [PR919645](#) [PR932180](#) corrected by [PR949593](#); varied by [PR959665](#) [PR977139](#) [PR978575](#); [PR983692](#) ppc 01Oct08]*

**23.1.5(c)** Where an employee provides his/her own mode of conveyance, by arrangement with the employer he/she will be reimbursed at the kilometre rates:

<b>Vehicles</b>	<b>Cents per kilometre</b>
more than 4 cylinders or 35 power mass units (pmu) and over	96.81
4 cylinders & less or less than 35 power mass units (pmu)	79.77
<b>Motor cycles</b>	
250cc and over	46.61
Under 250cc	35.05
<b>Bicycle</b>	11.56

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

### **23.1.6 Instrument allowance engineers**

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

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

### **23.1.7 Physical services/community services employees bands 1 to 5**

#### **23.1.7(a) Employee-in-charge**

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

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

- Set out work; or
- See that work is carried out, he/she will be paid:

**23.1.7(a)(i)(A)** If in charge of two to six employees \$13.68 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

**23.1.7(a)(i)(B)** If in charge of seven to fifteen employees \$23.20 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

**23.1.7(a)(i)(C)** If in charge of over fifteen employees \$30.71 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

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

#### **23.1.7(b) Additional to wages**

**23.1.7(b)(i)** Driver (motor), garbage service \$12.81 per week in addition to the appropriate truck drivers rate.

**23.1.7(b)(ii)** Driver (motor), sanitary service \$19.56 per week in addition to the appropriate truck drivers rate.

**23.1.7(b)(iii)** Employees engaged as the driver operator of a sludge/auto-eductor, mechanical-street sweeper and road-cleansing machine, or water flusher, excavator, road or footpath roller, power grader or tractor, if required by the employer to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment of \$27.37 per week.

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

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

**23.1.7(c) Industry allowance**

In addition to the rates prescribed in clause 22 - Classification and minimum rates of pay of this award an employee engaged on any of the work specified therein will be paid an allowance at the rate of \$24.09 per week to compensate for any of the following disabilities of the industry, namely, being subject to:

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

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

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

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

- Cleaner;
- Home Carer;
- Public Convenience Attendant;

- Chauffeur;
- Meter Reader;
- Weighbridge Attendant;
- Storeperson;

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

- Guard/Gatekeeper;

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

- Caravan Park Attendant;

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

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

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

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

### 23.1.8 Trades allowances

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

<b>Tool allowance</b>	<b>Per week</b>
	<b>\$</b>
Mechanic	17.74
Bricklayer, carpenter	17.74
Plasterer, plumber (registered and unregistered)	17.74
Painter, signwriter	4.59
<b>Registered plumber's allowance</b>	
Registered plumber only	25.97
<b>Plumbing trades allowance</b>	
Registered and unregistered plumbers	19.32

**23.1.8(b)** The foregoing allowances will continue to be paid during an employees absence pursuant to clauses 25 - Accident make-up pay, 39 - Sick leave, 40 - Jury service, 41 - Annual leave and leave loading, and 42 - Public holidays only. In the case of other absences the allowances will be paid on a pro rata basis.

### 23.1.8(c) Licence allowance

**23.1.8(c)(i)** A registered plumber who is required in writing by his/her employer to act on his/her plumbers licence during the course of his/her employment will be paid in addition, 88 cents per hour for every hour of his/her employment whether or not he/she has in any hour acted on his/her licence.

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

### 23.1.9 Special rates

#### 23.1.9(a) Wet pay

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

**23.1.9(a)(ii)** If he/she is not so provided so as to protect him/her from getting wet, he/she will be paid \$4.16 extra for the day whatever amount of work may be done by him/her on that day.

- 23.1.9(a)(iii)** A wet place will be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate a substantial portion of the clothing of the employee if unprotected, and/or when the water in the place where the employee is standing is over 5 cm deep or under such circumstances wherein his/her boots become saturated.
- 23.1.9(a)(iv)** Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of his/her clothes become saturated.
- 23.1.9(a)(v)** All clothing and gum boots used will be disinfected prior to transfer to another employee.
- 23.1.9(a)(vi)** All clothing supplied by the employer remains the property of the employer.
- 23.1.9(a)(vii)** An employee supplied with protective clothing will sign a receipt for items received and the respondent will be entitled to deduct from wages due the value of any such protective clothing so supplied if lost or damaged through the negligence of the employee.

#### **23.1.10 Dead animals**

**23.1.10(a)** An employee removing and destroying or burying any dead animal or animals specified herein will be paid an additional amount in respect of any day on which such duty was carried out.

**23.1.10(b)** Such additional amount will be according to the following scale irrespective of the number handled:

Horses, cattle, pigs and animals of similar size	\$	6.49
Sheep and animals of similar size	\$	4.14
Dogs, cats and animals of similar size	\$	1.72
Fish in quantities	\$	8.45

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

#### **23.1.11 Child care workers**

##### **23.1.11(a) Meal allowance - child care workers**

- 23.1.11(a)(i)** An employee will be supplied with an adequate meal where an employer has his own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:
- 23.1.11(a)(ii)** Where required to work after the usual finishing hour of work beyond one hour \$16.53. Provided that where such overtime work exceeds four hours a further meal allowance of \$10.31 will be paid.

- 23.1.11(a)(iii)** Where required to work more than five hours overtime on a Saturday or a Sunday \$16.53 and a further \$10.31 when required to work more than nine hours on such day.
- 23.1.11(a)(iv)** These foregoing provisions will not apply when an employee could reasonably return home for a meal within the period allowed.
- 23.1.11(a)(v)** On request meal money will be paid on the same day as overtime is worked.

#### **23.1.11(b) Uniforms and protective clothing - child care workers**

- 23.1.11(b)(i)** Where an employer requires an employee to wear a uniform it will be provided and laundered free of cost to the employee.
- 23.1.11(b)(ii)** Where no uniform is supplied by the employer an allowance at the rate of \$7.91 per week or \$1.57 cents per day will be paid to an employee in lieu of providing a uniform and the maintenance and cleaning of such clothing.
- 23.1.11(b)(iii)** The employer will provide all necessary protective clothing.

#### **23.1.12 Handling infected materials**

- 23.1.12(a)** If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, he/she will be paid \$8.45 per day for each part of the day whilst so employed in addition to the amount otherwise payable for his/her ordinary work.
- 23.1.12(b)** An employer will, at his/her own expense, provide the employee with proper disinfectants or acids.
- 23.1.12(c)** If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by his/her own neglect) or by order of an authority, he/she will be paid the value of the clothes spoiled or destroyed.

#### **23.1.13 Hot places**

An employee working for more than one hour in the shade in places where the temperature is raised by artificial means between 45 and 54 degrees Celsius will be paid 46 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius he/she will be paid 55 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will also be entitled to twenty minutes rest after each two hours' work without deduction of pay. The temperature will be decided by measurement by the employee in charge after consultation with the employees who claim the extra rate.

#### **23.1.14 Seasonal allowance watering**

Where a greenkeeper, groundsperson or nurseryperson is required by the employer to return to work on a Saturday or Sunday from December 1 to April 30 inclusive for the purposes of watering only, such greenkeeper, groundsperson or nurseryperson will be paid a seasonal allowance of \$33.54 per week extra and will be paid for the entire period from December 1 to April 30 inclusive. If such greenkeeper, groundsperson or nurseryperson is required to return to work for any other purpose either on a week day or a Saturday or Sunday, the provisions of clause 34 - Overtime (and) work performed on Saturdays, Sundays and Public Holidays of this award will prevail.

#### **23.1.15 Protective clothing**

**23.1.15(a)** Where employees engaged in:

- Handling bituminous materials, creosote, weedkiller, garbage or sanitary pans, or who are employed in an abattoir or a saleyard;
- Pruning or pollarding trees or cutting blackberries;
- Regular maintenance of mechanical equipment involving the handling of grease or oil soiled component parts of mechanical equipment; or
- The handling of cement frequently or for any period in excess of one hour;
- Work at a sewerage treatment plant in close proximity to raw sewage; or
- Cleaning effluent channels or cleaning sewerage blockages;

Have not been supplied by the employer with suitable protective clothing consisting of gloves, overalls, boots and protective head covering where necessary they will be paid an allowance of \$2.07 cents per day above any prescribed wage fixed for the class of work they may be engaged upon at the time.

**23.1.15(b)** Each homemaker, cook-(trades), cook, (non-trades) and kitchen assistant who has not been supplied by the employer with two uniforms which will be laundered as necessary free of charge to the employee, the employee will be paid an allowance at the rate of 69 cents per day, irrespective of the number of hours worked during that particular day.

#### **23.1.16 Camping**

**23.1.16(a)** An employee who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, will be paid a camping allowance of \$9.63 per day or \$48.25 per week of five days as a camping allowance in addition to his/her prescribed wages.

**23.1.16(b)** At the end of each working week the employee shall be allowed to return to his/her home and in such cases all the time reasonably required for travelling to and from his/her home beyond five

kilometres shall be treated as time of duty in addition to the time of actual working.

**23.1.16(c)** For the purposes of this clause a working week shall be deemed to commence at the normal starting time on a Monday and terminate at the ordinary finishing time on a Friday, provided that the employer shall have the right to require an employee to work reasonable overtime at weekends.

**23.1.16(d)** An employee shall be paid at the appropriate rate for time occupied in shifting camp and removing plant and equipment.

#### **23.1.17 First aid allowance**

An employee who is the current holder of an appropriate first aid qualification such as a certificate from St. John's Ambulance, or similar body, will be paid a daily allowance of \$1.82 if he/she is appointed by the employer to perform first aid duty.

#### **23.1.18 Meal allowance**

When an employee is entitled to a rest period under 34.3.9 the employer will pay a meal allowance of \$16.53 for the first meal and \$10.31 for the second and subsequent meals.

#### **23.1.19 Transport allowance**

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

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

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

**23.1.19(d)** Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.63 cents per kilometre.

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

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

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

**23.1.19(h) Fares allowance (sewerage employees only)**

Where an employee resides more than 1.6 kilometres from a sewerage treatment works, he/she will be paid an additional \$5.31 per week unless transport is provided by the employer.

**23.1.20 Disability rates (sewerage employees only)**

**23.1.20(a)** In addition to the rates elsewhere prescribed in this award, disability rates will be paid in accordance with the following, but will not be cumulative:

- An employee working at a sewerage treatment plant who is in close proximity to raw sewerage or sludge - \$10.69 per week.
- An employee employed at work other than at a sewerage treatment plant - \$2.17 per week.

**23.1.20(c)** Where an employee is required to do work of an unusually offensive nature in grass filtration or pasture areas, entering or cleaning out sewerage distribution or effluent channels or digestion tanks or septic tanks, he/she will be paid a disability rate of \$10.69 per week or \$2.12 per day, or part of a day, in lieu of the disability rate of \$10.69 per week as provided above.

**23.1.20(d)** The final decision as to what constitutes work of an unusually offensive nature will rest with the appropriate manager.

**23.1.20(e)** Where an employee in any of the classifications specified in clause 22 - Classification and minimum rates of pay is required to enter and manually remove sludge from sedimentation tanks, or syphons, or other similar confined spaces, he/she will be paid a disability rate of \$26.73 per week or \$5.35 per day in lieu of the disability rate for his classification as prescribed otherwise herein.

**24. HIGHER DUTIES/MIXED FUNCTIONS**

**24.1 Employees bands 1 to 5 (physical/community services)**

**24.1.1** An employee directed by the employer to perform for the whole of the day duties carrying a higher rate of pay than is provided for within his/her classification Band unless otherwise specified in this award will be paid while undertaking such duties at the commencement level of the higher classification Band except where particular levels within Bands are provided for specified positions e.g. vehicle drivers.

**24.1.2** For the purposes of this clause a day will be defined as:

- For full-time employee/s the ordinary hours of work as required for that particular work section where the higher duties are being performed.

- For part-time and casual employee/s higher duties will apply for actual hours worked provided that such duties are undertaken for more than two hours on any day.

## **24.2 Employees other than physical/community services employees bands 3 to 8**

Where an employee is directed by the Employer as the case may be, to perform for more than one ordinary working day the normal duties of an office for which a higher rate is fixed by this award he/she will be paid such higher rate for time he/she is so employed at the A level of the higher band.

## **24.3 Child care workers**

**24.3.1** An employee engaged in duties carrying a higher rate than his or her ordinary classification for the whole of the day will be paid for the time so worked at the higher rate provided that:

**24.3.1(a)** The greater part of the time so worked is spent in performing duties carrying the higher rate;

**24.3.1(b)** An employee engaged as a Child Care Worker Band 5 who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two consecutive full working days;

**24.3.1(c)** An employee engaged as a Child Care Worker Band 5 who is required to undertake duties of the Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence is for the whole of the day;

For the purposes of this clause, the duties of any employee will be determined by reference to clause 22 - Classification and minimum rates of pay of this award and his or her job description.

## **25. ACCIDENT PAY**

### **25.1 Employees bands 1 to 8 and senior executive officers**

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

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

**25.1.2** Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the employee's appropriate 38 hour award rate or in the case of a part-time employee the pro rata award rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said award or pro rata rate for that period.

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

**25.1.3(a)** Child Care Workers will receive the same provisions as in 25.1 above, except they are entitled to an accident make up pay period of 39 weeks in the aggregate.

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

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

**25.1.6** Notwithstanding the provisions of this clause:

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

## **26. SUPERANNUATION**

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.

### **26.1 All employees**

#### **26.1.1 Employer's contributions**

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

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

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

### **26.2 Casual employees only**

#### **26.2.1 Coverage**

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

#### **26.2.2 Definition**

For the purpose of this subclause:

**26.2.2(a) Casual employee** means a person engaged by a respondent employer on the same terms as set out in clause 15 - Types of employment of this award.

**26.2.2(b) The Fund** means the Local Authorities Superannuation Fund.

**26.2.2(c) Financial year** means the period from 1 July in one year to 30 June the following year.

**26.2.3 Employer contribution to superannuation**

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

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

Provided that:

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

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

**27. TOOLS/INSTRUMENTS**

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

**28. UNIFORMS/PROTECTIVE CLOTHING**

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

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

## **29. LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES**

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

**29.1** The employer will be responsible up to a maximum of \$419.12 for an employee's clothing which may be destroyed by fire, or other disaster, in a changing house or other shelter provided or nominated by the employer.

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

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

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

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

## **30. BOARD AND LODGING**

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

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

## **31. QUARTERS**

### **31.1 Employees other than Physical/Community Services Employees bands 3 to 8 only**

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

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

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

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

### **31.2 Employees bands 1 to 5 (Physical/Community services) only**

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

- 31.2.2** Caretaking duties will not be deemed to include a requirement that an employee will remain constantly in the quarters or nearby during Saturdays, Sundays, public holidays or annual leave.
- 31.2.3** Caretaking duties performed by an employee will not be regarded as time worked for the purposes of this award.
- 31.2.4** Caretaking duties will not involve any manual labour outside the employee's normal hours of duty.
- 31.2.5** Any dispute as to what constitutes caretaking duties will be determined as per the requirements of clause 12 - Consultation and dispute resolution procedures.

## **32. VEHICLE HIRE**

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

- 32.1** An employee who supplies and drives his/her own vehicle for patrol work or other than patrol work, will be paid the appropriate weekly rate of wage and allowances as prescribed by clause 22 - Classification and minimum rates of pay of this award plus:
  - Hire rates as determined from time to time by VicRoads as applicable to Employer owned plant when used on works which are subsidised by VicRoads; and
  - The cost to the employee of the fuel used on such work.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK**

### **33. ORDINARY TIME HOURS OF WORK**

#### **33.1 Standard engagement**

Save for casual and part-time employees and the later provisions of this clause, the ordinary hours of duty will be 38 per week to be worked between 6 am – 6 pm on Monday to Friday (both inclusive) with a break of not less than 45 minutes or more than one hour for lunch between noon and 2.00 p.m. Provided that by agreement between the employer and employee(s) the minimum lunch break may be reduced to 30 minutes.

- 33.1.1** The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by the respondent either generally or for particular employee(s) according to work requirements from time to time.
- 33.1.2** Deleted
- 33.1.3** Deleted
- 33.1.4** Subject to the further provisions of this award and agreements existing at the time of the coming into force of this provision the ordinary hours of work will not exceed eight hours in any one day.
- 33.2** Where the duties appertaining to any special office within a Water Board, Waterworks Trust or Sewerage Authority cannot be carried out within the hours specified in 33.1 above, the employee holding such office will not be required to work a greater number of hours than those specified in 33.1 above.
- 33.3** Deleted

- 33.4** The hours of duty of employees having other employees under their immediate supervision will be the same as the ordinary hours of the employees under their immediate supervision and any time worked in excess of such ordinary hours will be paid for at overtime rates.
- 33.5** The hours of work for all employees will be continuous except for meal-breaks
- 33.6** Where an employee as a result of his/her own actions works less than 38 hours a week, he/she will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.
- 33.7** The commencing times within the spread of hours as laid down in subclause 33.1 of this clause and the meal period applying at the date of this award will not be altered without the employee's receiving one week's notice of the employer's intention so to do unless by mutual agreement.
- 33.8 Specific engagement (employees other than physical/community services employees only)**
- 33.8.1 Hallkeepers**
- The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).
- 33.8.2** The spread of hours during which a hallkeeper will perform his/her duties will be between 5.00 am and 10.00 pm Monday to Friday.
- 33.8.3** By written agreement between a respondent and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.
- 33.8.4** Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with 33.8.2 and 33.8.3, he/she 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 his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.8.5** The provision as to overtime payment appearing in 33.8.4 of this 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.
- 33.8.6** Work performed in addition to ordinary hours as provided in 33.8.2, 33.8.3, 33.8.4 and 33.8.5 will be paid for at the appropriate overtime rate prescribed by this award.
- 33.8.7** Any dispute arising under this subclause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

### **33.9 Library employees**

- 33.9.1** The ordinary hours of duty of employees employed in a municipal library will be as prescribed in 33.1 or 33.3 of this clause or will not exceed 35 hours per week to be worked from Monday to 12noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this award.
- 33.9.2** Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in 33.10 below, may be worked at any time within a spread of nine hours on any day, Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.
- 33.9.3** Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed between an employee, the employees affected or the Australian Services Union.

### **33.10 Library rosters**

- 33.10.1** Where employees are required to work their 35 ordinary hours prescribed in 33.9.1 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.
- 33.10.2** Should there be any change made to the rostered hours of any library employee appearing in such roster, he or she 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 his or her altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.
- 33.10.3** The provision as to overtime payment appearing in 33.10.2 of this 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.
- 33.10.4** Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the requirements of clause 12 - Consultation and dispute resolution procedures of this award.

### **33.11 Inspectorial**

**33.11.1** The ordinary hours of duty for employees employed as:

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

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

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

### **33.12 Employees, other than physical/community services employees engaged in community services**

**33.12.1** The ordinary hours of duty for employees who are engaged by the respondent to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and/or who is primarily concerned with the social and living standards in the community will be:

**33.12.2** 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or

**33.12.3** According to a roster agreed upon between the employer and/or employees and the employer, provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two-week periods or 152 in any consecutive four-week periods.

**33.12.4** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.

**33.12.5** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be affected. Where that amount of notice as provided above

has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

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

**33.13 Employees, other than physical/community services employees engaged in recreation centres**

- 33.13.1** The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:

- 38 per week to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
- a roster may be agreed upon between employees and/or an employee and the employer such that the ordinary working hours will not exceed 76 such ordinary hours in consecutive two-week periods or 152 such ordinary hours in consecutive four-week periods.

- 33.13.2** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.

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

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

**33.14 Physical/community services employees engaged in sanitary or garbage collections or disposal**

The hours of duty of an employee engaged in sanitary or garbage collection or disposal, or a street-cleansing service, will be 38 per week and will be performed between 5.00am and 5.30 p.m. All time between the starting time and 7.30 a.m. will be paid for at the ordinary rate plus 20%.

**33.15 Childcare 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:

**33.15.1** 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.

**33.15.2** 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.

**33.15.3** 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.

**33.15.4 Notice of days off**

Except as provided in 33.15.5 hereof, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with 33.15.1 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 weekday he/she is to take off.

**33.15.5 Substitute days**

**33.15.5(a)** An individual employee may, with the agreement of the employer, substitute the day to be taken off for another day.

**33.15.5(b)** Where a public holiday coincides with a rostered day off, as prescribed by 33.15.1 of this clause, an employee so affected will have such day substituted by another day in such cycle or as soon as practicable thereafter.

**33.15.5(c)** 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.

**33.15.5(d)** 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.

**33.15.6 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.

### **33.15.7 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 award 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.

### **33.15.8 Examination leave**

Employees will be granted leave with full pay in order to travel to, and attend childcare 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.

## **33.16 Special engagement (physical/community services employees only)**

### **33.16.1 Definitions**

**33.16.1(a) Ordinary rate** (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by clause 22 - Classification and minimum rates of pay of this award plus 25% for special engagement together with the industry allowance where applicable.

**33.16.1(b) Employee** in this Part of this clause will mean any of those employees specified in 33.16.1 hereof who are specifically employed under this Part of this clause and not under 33.1, 33.8 or 33.15.

**33.16.1(c) Part-time employee** in this Part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this Part of this clause for the ordinary rate of his/her classification, and he/she will be entitled to sick leave and annual leave on a pro rata basis in accordance with the hours worked in performance of such duties.

**33.16.1(d)** A part-time employee who would have, as a part of his/her normal working pattern, worked on a public holiday will receive a pro rata payment for that holiday commensurate with the number of hours normally worked.

**33.16.1(e)** Deleted

**33.16.1(f) Casual employee** in this Part of this clause means an employee specifically engaged as such and who in addition to the ordinary rate prescribed by 33.17.1 of this 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.

**33.16.1(g)** Deleted

**33.17**                    **Ordinary hours of duty**

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

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

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

**33.17.2**            In the case of a full-time employee, 38 hours per week to be worked not more than eight hours per day in continuous periods (except for a meal-break) on any five consecutive days of the calendar week within the spread of hours stated in this Agreement; or

**33.17.3**            In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer; provided that the ordinary hours fixed by any such roster will 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 he/she is rostered for work will be the hours specified by that roster for that day, within the spread of hours stated in this Agreement. Rosters may only be altered on three weeks' notice by the employer or by agreement between the employer and employee.

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

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

**33.17.4**            In the case of part-time employees, according to times agreed upon between the employee or (if more than one employee is directly

concerned) a majority of the employees directly concerned and the employer. Provided that ordinary hours will not exceed eight on any day, worked within the spread of hours stated in this Agreement.

**33.17.5** In the case of casual employees, will not exceed 38 per week. Provided that ordinary hours will not exceed eight on any day, worked within the spread of hours stated in this Agreement.

### **33.18 Overtime**

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by 33.17.2 or 33.17.3 of 33.17 of this Part of this clause will be payable at the rate of time and half for the first two hours and double time thereafter on Monday to Saturday inclusive and at a rate of double time on Sunday. Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

### **33.19 Public holidays**

**33.19.1** Employees required to work on public holidays in excess of their ordinary hours of duty will be paid at the rate of double time and a half for all time so worked.

**33.19.2** Notwithstanding anything elsewhere contained in this award, employees who pursuant to 33.17.2 or 33.17.3 of 33.17 of this Part of this clause work on public holidays prescribed in clause 42 - Public holidays of this award as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

**33.19.3** Where an employee is rostered off on the day on which a public holiday falls, that employee will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

**33.19.4** Provided that, where an employee is absent from his or her 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 33.19.3 hereof.

**33.19.5** Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day.

### **33.20 Shift work**

**33.20.1 Employees other than physical/community services employees bands 3 to 8**

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

- 33.20.2** Employees working shift work will work in accordance with the following minimum provisions:
- A day shift starting at 7.00 a.m. or later no penalty.
  - Afternoon shift finishing after 7.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday.
  - Rotation of shifts.
  - For shifts on a Saturday, a penalty of 50%, for shifts on a Sunday, a penalty of 100% and for shifts on a public holiday, a penalty of 150%.
  - Unpaid meal breaks where the employee is allowed to leave the premises, or in the case of an employee to be at work for a full shift, a crib break of at least half an hour.
  - All shift rosters for other than Monday to Friday work will be as agreed with the Australian Services Union.
- 33.20.3** The ordinary hours of duty of employee(s) working shift work will be:
- 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
  - According to a roster agreed upon between the employee and/or the employees and the respondent provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week period or 152 in any consecutive four week period.
- 33.20.4** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified by that roster for that day.
- 33.20.4(a)** Should there be any change made to the rostered hours the employees concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.20.4(b)** The provision as to overtime payment appearing above will not apply where alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor.
- 33.20.5** Notwithstanding the provisions of this clause, agreements to work shift work existing at the time of the coming into force of this provision may continue to operate.
- 33.20.6** An employee employed by a respondent prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the respondent with an acceptable reason as to why such employee is not prepared to work shift work than the matter may be dealt with by a Board of Reference.

### **33.21 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.

**33.21.1** 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.

#### **33.21.2 Hours continuous work shifts**

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

**33.21.2(a)** 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.

**33.21.2(b)** 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.

#### **33.21.3 Hours other than continuous work**

**33.21.3(a)** 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.

**33.21.3(b)** 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.

**33.21.3(c)** Except at regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

**33.21.4 Rosters**

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

**33.21.5 Variation of agreement**

**33.21.5(a)** 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.

**33.21.5(b)** The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the employee's 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.

**33.21.6 Afternoon or night shift allowance**

**33.21.6(a)** A shift worker whilst on afternoon or night shift will be paid for such shift 15% more than his ordinary rate.

**33.21.6(b)** 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 his ordinary rate.

**33.21.6(c)** 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 him/her at least 1/3rd of his/her working time off night shift in each shift cycle,

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

### **33.21.7 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 33.21.6 hereof.

### **33.21.8 Overtime**

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award 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 he/she will be absent from work and the employee whom he/she should relieve is not relieved the unrelieved employee will be paid at the rate of double time.

### **33.21.9 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.

### **33.21.10 Sundays and public holidays**

**33.21.10(a)** 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 42 - Public holidays at the rate of double time.

**33.21.10(b)** 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 42 - Public holidays of this award.

**33.21.10(c)** 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.

**33.21.10(d)** 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.

**33.21.10(e)** The rates prescribed herein will be in addition to the shift premium prescribed in 33.21.6 hereof; provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

**33.21.11** 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.

### **33.22.1 Shift provisions**

**33.22.1(a)** An employee whose rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. will be paid a shift work loading of 2.5% of their classification each rostered period of duty.

**33.22.1(b)** Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of their classification each rostered period of duty. Any employee permanently working such rostered hours i.e. a period in excess of four consecutive weeks, will be paid a shift loading of 5% of their classification each rostered period of duty.

**33.22.1(c)** Provided where in the absence of agreement an employee who is changed from working one shift to working another shift of which the commencement time differs by four hours or more will be paid an additional amount of 4% of their classification for that occasion.

**33.22.1(d)** Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.

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

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

### **34.1 Full-time employees**

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

#### **34.1A Reasonable overtime**

**34.1A.1** Subject to clause 34.1A.2, an employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The employer's requirement for an employee to work overtime must be reasonable.

**34.1A.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**34.1A.2(a)** Any risk to employee's health and safety;

**34.1A.2(b)** The employee's personal circumstances including any family responsibilities;

**34.1A.2(c)** The need of the workplace or enterprise;

**34.1A.2(d)** The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**34.1A.2(e)** Any other relevant matter.

### **34.2 Overtime: employees other than physical/community services employees**

The provisions of clause 34.2 apply to all employees other than physical/community services employees, excepting senior executive officers, community services officers and recreation centre officers and is to be read in conjunction with clause 34.7 hereof.

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

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

- 34.2.2(a)** Employees employed in a Municipal library who work a 35-hour week in accordance with the provisions of 33.9 of this award will, when they work after 12 noon on a Saturday, be paid at the rate of time and a half for the first two hours and double time thereafter.
- 34.2.3** All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.
- 34.2.4** All time worked on a public holiday as prescribed by clause 42 - Public holidays, will be overtime and, subject to 42.2 of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:
- 34.2.4(a)** For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.
- 34.2.4(b)** For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.
- 34.2.5** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 34.2.6** An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(a)** An employee, other than an engineer, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 34.7.1 or 34.7.2 hereof, in which case he/she shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.
- 34.2.6(b)** Provided that where an employee is recalled to work in accordance with 34.7.1 and 34.7.2 of this clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until he/she has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(c)** If such employee is instructed to resume or to continue work without having had such ten consecutive hours or eight consecutive hours off duty as the case may be, she/he will be paid at double ordinary rates until released from duty for such period and she/he will then be entitled to be absent until she/he

has had ten consecutive hours or eight consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.

**34.2.7** As agreed between the parties, time off during working hours equivalent to one and a half times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the respondent. Provided further that, at the discretion of the respondent, such equivalent time off may be taken consecutively with a period of annual leave.

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

**34.2.9 Employees engaged in community services**

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

**34.2.10 Overtime will be paid at the following rates**

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

**34.2.11 Time off in lieu**

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

**34.2.12 Employees engaged at recreation centres**

**34.2.12(a)** No employee will perform overtime without the approval of the authorised officer or such other employee nominated by the authorised officer, unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

**34.2.12(b)** Overtime will be payable for all work performed in excess of or outside the ordinary hours of duty as defined above. Such overtime will be paid for at the rate of time and a half for the

first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday.

- 34.2.12(c)** Provided that where it is customary for a recreation centre employee to return to the employer premises to perform a specific job outside the employee's normal working hours, such time will not be regarded as overtime when the actual time worked is less than one hour on each such occasion but will be paid for at ordinary rates.

**34.2.13 Time off in lieu**

Provided that any respondent may, at the discretion of the employer grant time off equivalent to 1.5 times the amount of time worked for part or all of work performed outside ordinary hours, and such time off may by agreement be added to an employee's annual leave entitlements.

**34.3 Overtime – physical/community services employees**

The provisions of clause 34.3 apply to all physical/community services employees.

**34.3.1 Except as otherwise provided by 34.7 of this award**

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

- 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.
- Subject to 34.3.4(b) of this clause, double time after Saturday noon:
- Double time all day Sunday.

- 34.3.1(b)** In computing overtime each day's work will stand alone.

- 34.3.1(c)** Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by Part A of clause 33 - Ordinary time hours of work, of this award and for work performed outside this spread.

- 34.3.2** An employee other than a casual or part-time employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least three hours' work or be paid for three hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the day previous.

- 34.3.3** Where overtime is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

- 34.3.3(a)** An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has 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 he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

**34.3.3(b)** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double the ordinary rate until he/she is released from duty for such period, and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**34.3.3(c)** Where an employee is recalled to work in accordance with 34.3.4 of this clause and such work does not exceed three hours, 34.3.3, 34.3.3(a) and 34.3.3(b) above, will not apply.

**34.3.4** An employee (other than an employee specified in 15.5.1(b) of this award), called out to work overtime after leaving his/her 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 he/she is so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

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

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

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

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

**34.3.4(b)** An employee called out to work overtime on a Sunday or on a public holiday will be paid for a minimum of three hours'

work calculated at the rates prescribed in this clause and clause 42 - Public holidays for the first call-out and for the actual time worked at each subsequent call-out.

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

**34.3.4(d)** This subclause will not apply in cases:

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

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

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

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

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

**34.3.5** All time outside the ordinary hours of duty that the employee is in attendance or waiting for the purposes of the employer, elsewhere than at his/her 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 for the purposes of 15.5.1(b) of this award.

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

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

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

**34.3.9 Rest periods and meal allowances on overtime**

**34.3.9(a)** In this clause the expression "rest period" means an unpaid period of not less than 20 minutes and not more than 60 minutes as directed by the employer.

**34.3.9(b)(i)** Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose any entitlement to the meal allowance(s) specified.

**34.3.9(b)(ii)** A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the same locality as his/her place of employment and can reasonably be expected to return home for meals.

**34.3.9(b)(iii)** An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that he/she will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.

**34.3.9(b)(iv)** An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that he/she will be required to work or on recall to day, shall be entitled to a rest period and meal allowance after four hours of continuous work, provided that the employee is required to work beyond the fourth hour.

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

#### **34.4 Overtime child care workers**

The provisions of clause 34.4 apply to all employees employed as child care workers.

**34.4.1** Subject to 34.4.3 hereof, all work performed in excess of or outside the ordinary working hours prescribed by 33.16 of this award 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.

#### **34.4.2 Rest period before recommencing work**

**34.4.2(a)** When overtime work including work on a rostered day off or work on a Sunday or holiday are necessary, it will wherever practicable be so arranged that an employee works not more than sixteen hours in any period of 24 consecutive hours.

**34.4.2(b)** Subject to the exception referred to in 34.4.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work he or she will, subject to this subclause, be released until he or she has had eight consecutive hours off duty without loss of pay for his/her ordinary working time occurring during such absence.

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

#### **34.4.3 Overtime on Saturday**

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

#### **34.4.4 Transport of employees**

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

#### **34.4.5 Reasonable overtime**

**34.4.5(a)** Subject to clause 34.4.5(b) an employer may require an employee to work reasonable overtime at overtime rates.

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

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

**34.4.5(c)** Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff/parent meetings or similar, or where the employee is requested in writing by the employer to attend in-service training outside normal hours, in lieu of receiving overtime payments such employee may take paid time off, subject to the following:

**34.4.5(c)(i)** In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.

**34.4.5(c)(ii)** Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

**34.4.5(c)(iii)** For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

## **34.5 Casual and permanent part-time employees**

**34.5.1** Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by clause 33 - Ordinary time hours of work of this award and for work performed outside this spread.

**34.5.2** Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for

the time worked only, with a minimum payment of one hour.

- 34.5.3** Where a casual or part-time employee (in receipt of payment of the loading in lieu of payment for annual leave, sick leave and public holidays), works outside the normal spread of hours as specified in clause 33 - Ordinary time hours of work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

## **34.6 Senior Executive Officers**

### **34.6.1 Specific conditions overtime and meetings**

- 34.6.1(a)** The provisions of the overtime clause of this award will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:
- 34.6.1(b)** Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 33 - Ordinary time hours of work of this award, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.
- 34.6.1(c)** By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 34.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.
- 34.6.1(d)** Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 33 - Ordinary time hours of work of this award, including such a meeting or meetings commencing during his/her ordinary hours and extending to a time more than one hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:
- All Senior Executive Officers = \$71.51.
- 34.6.1(e)** For the purpose of 34.6.1(d), all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.
- 34.6.1(f)** Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside his/her ordinary hours of duty will, if he/she finished duty later than midnight, be then released from all further duty on the following morning and until his/her normal time for resuming duty after lunch, without loss of pay for such ordinary hours

off duty.

**34.7 On call; availability and stand by duty**

**34.7.1 On call duty employees other than physical/community services employees**

On call duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this award, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

**34.7.2 Availability duty employees other than physical/community services employees**

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

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

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

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

**34.7.3 Stand by duty – physical/community services employees**

**34.7.3(a)** Stand by duty applies to designated Physical Community Services Employees covered by Bands 1 to 5 of this award, and provides that where an employee (other than Drainage Pump Attendant, Water Ganger, and Head Water Ganger) is required to stand by at home for seven consecutive days or

not less than five days in any pay period for the purposes of his/her employer, he/she 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 he/she cannot be contacted by telephone so that he/she can be in a position to take up duty within fifteen minutes.

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

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

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

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

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

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

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

## **35. REST INTERVAL**

### **35.1 Employees bands 1 to 5 (physical/community services) only**

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

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

### **35.2 Childcare workers**

At a time, suitable to the employer, two rest intervals of ten minutes each will be given to all employees during each day, and will be counted as time worked.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

## 36. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

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

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

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

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

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.

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

### 36.1 Definitions

- 36.1.1** For the purposes of this clause **child** means a child of the employee under the age of sixteen years, or a person under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 36.1.2** Subject to clause 36.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.
- 36.1.3** In relation to clause 36.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

### 36.2 Basic entitlement

- 36.2.1** After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 36.2.2** Subject to 36.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - 36.2.2(a)** for maternity and paternity leave, an unbroken period of up to eight weeks at the time of the birth of the child;

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

### **36.3 Variation of parental leave**

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

### **36.4 Right to request**

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

**36.4.1(a)** Deleted

**36.4.1(b)** To extend the period of unpaid parental leave provided for in clause 36.2.1 by a further continuous period of leave not exceeding 12 months;

**36.4.1(c)** To return from a period of parental leave on a part-time basis until the child reaches school age;

To assist the employee in reconciling work and parental responsibilities.

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

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

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

#### **36.4.4 Request to return to work part-time**

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

### **36.5 Maternity leave**

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

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

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

- 36.5.2** When the employee gives notice under 36.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 36.5.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 36.5.4** Subject to clause 36.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 36.5.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

**36.5.6 Special maternity leave**

**36.5.6(a)** Where the pregnancy of an employee not then on maternity leave ends within 28 weeks of the expected date of birth other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

**36.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

**36.5.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of special maternity leave and parental leave, may not exceed 52 weeks.

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

**36.6 Paternity leave**

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

**36.6.1(a)** A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

**36.6.1(b)** Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

**36.6.1(c)** Except in relation to leave taken simultaneously with the child's mother under clauses 36.2.2(a), 36.2.2(b) and 36.4.1(a), a statutory declaration stating:

- 36.6.1(c)(i)** That he will take that period of paternity leave to become the primary care-giver of a child;
- 36.6.1(c)(ii)** Particulars of any period of maternity leave sought or taken by his spouse; and
- 36.6.1(c)(iii)** That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

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

## **36.7 Adoption leave**

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

**36.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

**36.7.2(a)** The employee is seeking adoption leave to become the primary care-giver of the child;

**36.7.2(b)** Particulars of any period of adoption leave sought or taken by the employee's spouse; and

**36.7.2(c)** That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

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

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

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

## **36.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total

amount of leave not exceeding 52 weeks or a longer period as agreed under clause 36.4.

### **36.9 Transfer to a safe job**

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

**36.9.2 Deleted**

***Note: If there is no appropriate safe job available, the employee is entitled to take paid no safe job leave for the risk period in accordance with the NES (s81 of the Fair Work Act 2009).***

### **36.10 Returning to work after a period of parental leave**

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

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

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

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

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

### **36.11 Replacement employees**

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

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

### **36.12 Communication during parental leave**

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

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

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

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

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

### **36.13 Annual leave – parental leave part-time employees**

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

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

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

### **36.14 Sick leave – parental leave part-time employees**

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

**36.14.2** Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as

qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

## **37. CARER'S LEAVE**

NB This clause applies to all employees covered by this award.

### **37.1 Amount of paid carer's leave**

**37.1.1** An employee, other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3, or an employee engaged pursuant to 15.5.2(a) of this award, who is absent from duty on account of personal illness or injury by accident other than for which workers' compensation is payable, will be granted sick leave with pay on the following basis.

#### **37.1.1(a) Employees bands 1 to 5 (physical/community services)**

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

#### **37.1.1(b) Employees other than physical/community services employees bands 3 to 8 and senior executive officers**

- One days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.
- Eleven days leave between the second and twelfth month of employment and three days bereavement/compassionate leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such sick leave that has been paid to the employee in advance of an accrual at the rate of one day per month.
- Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

#### **37.1.1(c) Child care workers**

- One days leave for each month of employment in the first year of employment and four days bereavement/compassionate leave for each occasion.
- Fourteen days leave in the second, third and fourth years of employment and four days bereavement/compassionate leave for each occasion.

- 21 days leave in the fifth and subsequent years of employment and four days bereavement/compassionate leave for each occasion.

### **37.2 Immediate family or household**

The entitlement to use bereavement leave/compassionate leave and carer's leave in accordance with this clause is subject to:

**37.2.1** The person being either:

- A member of the employee's immediate family; or
- A member of the employee's household.

**37.2.2** The term **immediate family** includes:

- A spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person 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
- A child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **37.3 Personal sick leave**

NB: The provisions of this part of this clause, are to be read in conjunction with clause 39 - Sick leave.

**37.3.1** An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

#### **37.3.1(a) Employees bands 1 to 8 and senior executive officers**

- Up to twelve days sick leave in the first and subsequent years' of employment

#### **37.3.1(b) Child care workers**

- Up to twelve days sick leave in the first year of employment;
- Up to fourteen days sick leave in the second, third and fourth years' of employment; and
- Up to 21 days sick leave in the fifth and subsequent years' of employment.

**37.3.2** Leave taken by an employee under 37.3.1 is deducted from the amount of personal/carer's leave under 37.3.1.

**37.3.3** An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- The current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or

- The current year's aggregated personal/carer's leave entitlement.

**37.3.4** Sick leave entitlements which are untaken at the completion of the year will accumulate on the following scale:

- The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

**37.3.4(a) Employees bands 1 to 8 and senior executive officers**

- Twelve days in the first and subsequent years of employment.

**37.3.4(b) Child care workers**

- Twelve days in the first year of employment;
- Fourteen days in the second, third and fourth year of employment; and
- 21 days in the fifth and subsequent years of employment.

**37.4 Bereavement/compassionate leave**

**37.4.1** An employee is entitled to three days bereavement/compassionate leave, (four days for Child Care Workers), paid on each occasion, if a member of the employee's immediate family or household dies or contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his/her life.

**37.4.2** Deleted.

**37.4.3** An employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to three days, (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 37.4.1.

**37.4.4** 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 37.4.1 and no accumulated sick leave is available.

**37.4.5** Proof of death must be provided to the satisfaction of the employer if so requested.

**37.5 Carer's leave**

**37.5.1** An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or injured or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 15.2.4.

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

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

**37.5.3(b)** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

**37.5.4** Deleted

**37.5.5** The employee must, where practicable, give the employer prior notice of his/her intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Each day or part of a day of carer's leave taken in accordance with 37.5.1 is to be deducted from the amount of personal/carer's leave provided in 37.3.1 of this clause.

### **37.6 Unpaid leave for family purpose**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 37.5.3 and 37.5.5 are met.

### **37.7 Make-up time**

An employee may elect, with the consent of the employer, to work **make up time** where the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided in this award.

### **37.8 Grievance process**

In the event of a dispute arising out of any part of this clause, the dispute will be processed in accordance with clause 12 - Consultation and dispute resolution procedures of this award.

## **38. LONG SERVICE LEAVE**

Employees covered by this award will be entitled to long service leave in accordance with the provisions of the long service leave regulations made in respect of the requirements of the (Victorian) *Local Government Act 2020*.

## **39. SICK LEAVE**

This clause is to be read in conjunction with clause 37 - Carer's leave

***Note: An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the NES (s96(2) of the Fair Work Act 2009).***

**39.1 Employees other than physical/community services employees bands 3 to 8 and senior executive officers**

**39.1.1** An employee other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3 of this award, who is absent from duty on account of personal illness or on account of injury by accident other than for which workers' compensation is payable will be granted sick leave on the following basis:

**39.1.1(a)** On commencement of service with the respondent the employee will be granted a sick leave credit of one day of ordinary pay. On the first day of the second month of service the employee will be granted a sick leave credit of eleven days of ordinary pay.

**39.1.1(b)** On completion of one year's service and each year's service thereafter, further sick leave credits of twelve days on full pay will accrue without limitation.

**39.1.1(c)** Where an employee is absent due to personal illness or injury he/she will notify the respondent of such absence as soon as is possible, and where practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the respondent during the ordinary hours of the first part of such absence the employee will inform the respondent within 24 hours of the commencement of such absence.

**39.1.1(d)** Notwithstanding the foregoing provisions of this 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.

**39.1.2** For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the respondent may require a medical certificate to be furnished with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner.

**39.1.3** A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.

**39.1.4** Entitlement for sick leave due to an employee at the date of the making of this award will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

**39.1.5** On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious

incapacitating illness or injury in excess of seven consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's absence on long service leave, such medical evidence will be provided to the respondent at the earliest reasonable opportunity but no later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.

**39.1.5(a)** A respondent will:

- Debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit, and
- Grant such employee additional long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional long service leave will be taken at a time mutually convenient to the employee and respondent.

Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the respondent of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

**39.1.6** Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

**39.1.6(a)** An employee's service between respondents is continuous (breaks of two months' or less will be deemed not to break continuity).

**39.1.6(b)** The employee at the time of engagement produces a certificate duly certified by the previous employing respondent certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to him/her.

**39.1.6(c)** Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect of any twelve month period.

**39.2 Employees bands 1 to 5 (physical/community services)**

**39.2.1** An employee, other than a casual employee or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a) will be entitled to and will receive sick leave in cases where he/she is unable to perform his/her work by reason of illness or on account of injury by accident for which he/she is not entitled to workers' compensation.

**39.2.2** An employee other than a casual employee, or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a), who is absent from work on account of personal illness or on account of injury by accident for which he/she is not entitled to workers' compensation will, on production (within 48 hours of the commencement of such absence) of evidence of his/her illness or injury satisfactory to the employer, be entitled to and will receive leave of absence of one ordinary day for each completed calendar month of service, without loss of pay.

Provided that the employee will notify the employer of such absence within the first part of what would have been his/her normal working day, where practical.

Provided further that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.

**39.2.3** Notwithstanding the provisions of 39.2.2 hereof an employee with twelve months service or more will be entitled to have twelve ordinary days leave (pro rata for Part-time) credited to the employee in respect of the ensuing year, without loss of pay.

**39.2.4** Sick leave not taken will accumulate without limit so that any balance of the period specified in 39.2.1 and 39.2.2 of this clause which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, will be allowed by that employer in any subsequent year without reduction of the sick leave prescribed in respect of that year.

**39.2.5** When an employee has his/her employment terminated, other than for misconduct or absence from work without reasonable excuse, and he/she is subsequently re-employed within a period of twelve months, the number of days of sick leave not taken with which he/she was credited prior to such termination of employment will, after his/her re-employment has continued for one month, again be placed to his/her credit.

**39.2.6** Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

**39.2.6(a)** An employee's service between respondents is continuous (breaks of two months or less will be deemed not to break continuity).

**39.2.6(b)** The employee at the time of engagement produces a certificate duly certified by the previous employing respondent, certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to the employee.

**39.2.6(c)** Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to his/her credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect to any twelve month period.

### **39.3 Child care workers**

**39.3.1** 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, he/she will be entitled to sick leave on full pay.

During first year of service	1 day for each month of service
During the second, third, and fourth years of service	14 days in each year
Thereafter	21 days in each year

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.

**39.3.2** If the full period of sick leave as prescribed in 39.3.1 hereof is not taken in any year, such portion as is not taken will be cumulative from year to year. No employer will terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this clause.

**39.3.3** Where the **one day** absences referred to in the proviso in 39.3.1 are not taken for a period of five years, an additional 40 hours' sick leave will be added to the employee's accrued entitlement.

**39.3.4** Where an employee is absent due to personal illness or injury he or she, 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.

**39.3.5** 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.

**39.3.6** 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.

**39.3.7** 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 the infectious disease.

**39.3.7(a) Disease**

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

**40. JURY SERVICE**

**40.1** An employee required to attend for jury service during his/her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount

paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.

**40.2** An employee will notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.

**40.3** Further, the employee will give his/her employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

## **41. ANNUAL LEAVE AND LEAVE LOADING**

This clause applies to all employees except where otherwise specified

### **41.1 Period of annual leave**

**41.1.1** All employees (except those casual and permanent part-time employees who are in receipt of the loading for casual or permanent part-time employment, as the case may be, in lieu of payment for annual leave sick leave and for public holidays, and those employees engaged under 15.5.1(a)(i) and 15.5.2(a), after completing twelve months' continuous service will be entitled to four weeks annual leave.

**Note: An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the NES (s87(2) of the Fair Work Act 2009).**

**41.1.2** Where payment is made by electronic funds transfer, payments in respect of annual leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of annual leave will continue to be made in advance.

### **41.2 Payment for period of leave**

**41.2.1** Each employee will in respect of that period to be paid their ordinary pay as if they had worked instead of taking leave.

**41.2.2** Employees who are in receipt of the additional payments and allowances, on a regular basis, prescribed by 23.1.7(a); 23.1.7(b)(i); 23.1.7(b)(ii); 23.1.7(b)(iii); 23.1.8; 23.1.8(a), (where applicable), 33.21.6; and 23.1.7, will have these included in the payment for annual leave. In this case where the employee is not in receipt of the additional payment and/or allowance for a full year, the additional payment and/or allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48 week period.

### **41.3 Annual leave exclusive of public holidays**

When a public holiday prescribed by this award falls within the period of an employee's annual leave that employee will be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the employer such days

will be allowed and taken either immediately after the end of the annual leave period or at some later time.

#### **41.4 Calculation of continuous service**

For the purpose of this clause the following absences:

- 41.4.1** Absence without leave;
- 41.4.2** Subject to 41.4.3 hereof, leave without pay granted upon the employee's request;
- 41.4.3** Subject to 41.4.4 unpaid sick leave the total period of which in the one year of employment exceeds one month;
- 41.4.4** Unpaid sick leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by an employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;
- 41.4.5** To the extent to which it exceeds 26 weeks in the one year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation;

Will delay by their period the completion of a year of continuous service but will not break the continuity of an employee's service. All other absences will be counted as part of an employee's continuous service.

#### **41.5 Leave to be taken**

- 41.5.1** Annual leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.
- 41.5.2** Deleted
- 41.5.3** Subject to 41.7 of this clause, payment will not be made or taken in lieu of annual leave.

#### **41.6 Annual leave loading**

- 41.6.1** In addition to the payment prescribed in 41.1 hereof an employee will receive during a period of annual leave a loading of 17.5% as calculated on the relevant wage rates and where appropriate the allowances prescribed by 23.1.7(a), 23.1.7(b)(i), 23.1.7(b)(ii), 23.1.7(b)(iii), 23.1.7(c) 23.1.8 and 23.1.8(a) of this award, PROVIDED THAT the loading for employees other than Physical/Community Services Employees 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.
- 41.6.2** 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 respondent; or
- On the taking of the leave, whether in whole or in part.

**41.6.3** Provided that the annual leave loading prescribed herein will apply only to the period of annual leave prescribed by 41.8.1 of this clause and will not apply to any period of leave which by any other provision of this award is accumulated and taken consecutively with a period of annual leave.

#### **41.7 Proportionate leave on termination**

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid an annual leave allowance computed on a pro rata basis to the last completed week of continuous service as defined in 41.4. Such allowance will be calculated pursuant to 41.6 hereof provided that the allowance payable to an employee whose services are terminated for disciplinary reasons will not include the annual leave loading prescribed in 41.6.

**41.7.1** The proviso in Clause 41.7 does not apply to employees employed as Physical/Community Services Employees or Child Care Workers.

#### **41.8 Annual close down**

##### **41.8.1 Employees bands 1 to 5 (physical/community services)**

**41.8.1(a)** Notwithstanding anything contained in this award where an employer at his/her option decides to close down part or all of his establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of his/her employees then qualified for such leave, he/she will give at least two months' notice to his/her employees of his/her intention to do so.

**41.8.1(b)** Provided that where an employee has insufficient accrued annual leave he/she will be given the option of:

- Taking annual leave in advance;
- Taking leave without pay; or
- Working during the period of close-down.

##### **41.8.2 Child Care Workers**

**41.8.2(a)** Where an employer intends to temporarily close (or reduce to nucleus) his/her establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he/she may give in writing to such employees one month's notice (or in the case of any employee engaged after the giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of this subclause; and thereupon

**41.8.2(b)** any such employee who at the date of closing is entitled to his/her annual leave will be given his/her annual leave as on and from the date of closing and, in addition will be paid one-twelfth of his/her ordinary pay for any period of employment

after accrual of his /her right to the annual leave and up to but excluding the date of closing;

**41.8.2(c)** any such employee who at the date of closing is not entitled to his/her annual leave will have leave without pay as on and from the date of closing and will be paid one twelfth of his/her ordinary pay for the period of his/her employment since the commencement thereof or the accrual of his/her last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any holiday during such leave for which he/she is entitled to payment under this Part; and

**41.8.2(d)** the next twelve monthly qualifying period of employment for every such employee will commence on and from the date of closing.

**41.8.2(e)** In this subclause **date of closing** in relation to each employee means the first day of his/her annual leave pursuant to this subclause.

#### **41.9 Shift workers for the purposes of the NES**

For the purposes of the National Employment Standards a shift worker will be defined as per clause 23.2 of the Victorian Local Government Award 2015:

**(a)** For the purpose of s.87(1)(b) of the Act, a **shiftworker** is an employee:

**(i)** who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and

**(ii)** who is regularly rostered to work on Sundays and public holidays.

**(b)** Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a shiftworker.

To avoid any doubt, this means that an employee who is a shift worker as defined above is entitled to five weeks of paid annual leave for each year of service with Council.

#### **41.10 Child care workers only**

Annual leave will be given and taken in a continuous period, or in two separate periods but not otherwise.

### **42. PUBLIC HOLIDAYS**

**42.1** All employees except those casual and permanent part-time employees who are in receipt of a loading in lieu of payment for annual leave, sick leave and public holidays, and employees engaged under 15.5.1(a) and 15.5.2(a) of this award will be entitled to the following public holidays without deduction of day; viz:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

**42.1.1** The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day or Labour Day: and

- 42.1.2** One other day to be specified according to State, Territory or locality on some other basis:
- For employees employed in the metropolitan area: Melbourne Cup Day.
  - For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.
- 42.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- 42.2.1** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- 42.2.2** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 42.2.3** Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.
- 42.3** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 42.1 and 42.2 above, those days will constitute additional holidays for the purpose of this award.
- 42.4** Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.
- 42.5** Deleted.
- 42.6** An employee (other than Community Services Officers, Recreation Centre Officers and those employed under the requirements of 15.5.1(a) and 15.5.2(a) , who are required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times either before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked: and such payment will be in addition to his/her normal wages for the day.
- 42.7** If a public holiday as set out in 42.1 and 42.2 of this clause occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that satisfactory evidence of such sickness is furnished to the employer by or on behalf of such employee. This subclause will not apply during a period of unpaid sick leave.
- 42.8** Should an employee be rostered off on a day on which a public holiday falls, he/she will be entitled to an equivalent time off in one period without loss of pay not later than three months after the entitlement accrued, and where practicable during the week following.
- 42.9 Community services officers**
- 42.9.1** Subject to the provisions of 42.9.2 and 42.9.3 of this subclause Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.
- 42.9.2** An employee who works on a public holiday as part of his/her ordinary working hours [as prescribed in 42.1 of this clause] will be entitled to equivalent time off work without loss of pay not later than three months after

the public holiday occurs and where practicable in the week in which the public holiday occurs

**42.9.3** A Community Services Officer who is rostered off on a public holiday will be entitled to another day off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs.

**42.9.4** Deleted

#### **42.10 Recreation centre officers**

Subject to 42.5 above, employee(s) will be entitled to all public holidays as prescribed in this clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

#### **42.11 Child care workers**

If an employee engaged in child care works on a public holiday or, a public holiday occurs on the employees rostered day off, the employee will be paid at ordinary time rates for the time worked and in addition will be entitled to receive:

**42.11.1** One and a half days extra pay, or by agreement between the employer and the employee, equal time off in lieu of the extra one and a half day's pay, to be taken within four weeks of the date of the public holiday; one and half days will be added to the employee's annual leave; or

**42.11.2** In the case of an employee not qualifying for annual leave, one and a half days pay in lieu of annual leave; and

**42.11.3** One and half times the ordinary rate of pay for any work done in excess of eight hours on the public holiday.

### **PART 8 - TRAINING AND RELATED MATTERS AWARD**

#### **43. TRAINING**

**43.1** The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

**43.1.1** Accordingly the parties commit themselves to:

- Developing a more highly skilled and flexible workforce;
- Providing employees with career opportunities through appropriate training to acquire additional skills; and
- Removing barriers to the utilisation of skills required.

**43.2** Following consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the establishment of a training committee, the respondent will develop a training program consistent with:

- The current and future skill needs of the authority;
- The size, structure and nature of the operations of the authority;

- The need to develop vocational skills relevant to the authority and the local government industry
- Industry through courses conducted by accredited educational institutions and providers.

**43.3** Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

- Formulation of a training program and availability of training courses and career opportunities to employees;
- Dissemination of information on the training program and availability of career opportunities to employees;
- The recommendation of individual employees for training;
- Monitoring and advising of management and employees on the ongoing effectiveness of the training.

**43.4** Where as a result of consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to 43.2 above, should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold paid training leave.

**43.5** Where training or education is undertaken outside of working hours an employer, at their discretion, may grant:

- Time off in lieu for attendance at classes associated with the course of study;
- Time off without loss of pay for attendance at study schools;
- Time off without loss of pay for studying prior to examination.

**43.6** Any costs associated with standard fees for courses approved by the respondent and prescribed text books (excluding those textbooks which are available in the respondent's library), incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

**43.7** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

#### **44. SUPPORTED WAGE SYSTEM**

**44.1** This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement/award. In the context of this clause, the following definitions will apply:

**44.1.1** **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

- 44.1.2 Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 44.1.3 Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 44.1.4 Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

#### 44.2 Eligibility criteria

- 44.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement/award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 44.2.2** This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement/award relating to the rehabilitation of employees who are injured in the course of their employment.
- 44.2.3** This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

#### 44.3 Supported wage rates

- 44.3.1** Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

<b>Assessed capacity (44.4)</b>	<b>Prescribed award rate</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 44.3.2** Provided that the minimum amount payable shall be not less than \$120 per week.

- 44.3.3** \* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

#### **44.4 Assessment of capacity**

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award/agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- 44.4.1** The employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these;
- 44.4.2** The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### **44.5 Lodgement of assessment instrument**

- 44.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with The Fair Work Commission.
- 44.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

#### **44.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

#### **44.7 Other terms and conditions of employment**

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

#### **44.8 Workplace adjustment**

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **44.9 Trial period**

- 44.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- 44.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 44.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$120 per week.
- 44.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- 44.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 44.4 hereof.

#### **45. TRAINING LEAVE (DISPUTE RESOLUTION)**

A union delegate/shop steward will be entitled to, and the employer will grant, up to five days leave per annum (non-cumulative), without loss of pay, to attend courses conducted by an accredited training provider and approved by the union or TUTA (Inc.), on the following conditions:

- 45.1** The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of industrial dispute/dispute resolution procedures;
- 45.2** Reasonable notice is given to the employer by the union delegate/shop steward or other workplace representative;
- 45.3** The taking of leave is arranged having regard to the operational requirements of the employer;
- 45.4** The union delegate/shop steward or other workplace representative taking such leave, will be paid all ordinary time earnings which normally become due and payable during the period of leave;
- 45.5** Leave of absence granted pursuant to this clause, will count as service for all purposes of this award.

## APPENDIX A – CLASSIFICATION DEFINITIONS

### NOTE:

- (a) All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b) Physical/Community Services Employees are defined by Bands 1 to 5 of Part A of this Appendix.
- (c) Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d) Child Care Workers are defined by Band 2 to 7 of Part A of this Appendix.
- (e) Senior Executive Officers are defined by Part B of this Appendix.

### PART A - EMPLOYEES - BANDS 1 TO 8

#### 1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

##### 1.1 Accountability and extent of authority

- An employee in this Band performs broad tasks involving the utilisation of a range of basic skills.
- Works under routine supervision either individually or in a team environment.
- Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
- Is responsible for the quality of their work.
- Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

##### 1.2 Judgement and decision making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work task.

##### 1.3 Specialist knowledge and skills

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

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.
- Assistance to skilled employees.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.

- Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.

#### **1.4 Inter-personal skills**

Position in this Band may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

#### **1.5 Qualifications and experience**

An employee in this Band will have commenced on-the-job training which may include an induction course. Indicative but not exclusive of the qualifications required in this Band are the following:

- 1.5.1** Basic construction and maintenance work.
- 1.5.2** Introduction to basic horticulture.
- 1.5.3** Communication skills including radio procedures.
- 1.5.4** Recreation Centre maintenance.
- 1.5.5** Basic concreting and bitumen work.

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

## **2. EMPLOYEE - BAND 2**

A position in this Band has the following job characteristics:

### **2.1 Accountability and extent of authority**

- An employee in this Band performs broad tasks involving utilisation of developed skills.
- Works in a team environment or works individually under routine supervision.
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- May assist others in the supervision of work of the same or lower band.
- Is responsible for assuring the quality of work performed.
- Employees in this Band may provide on-the-job training based on their skill and experience.

### **2.2 Judgement and decision making**

- 2.2.1** In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.
- 2.2.2** Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

### **2.3 Specialist knowledge and skills**

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

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipelaying to line and grade from a plan.
- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including inter personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).
- Implement an early childhood programme under direct supervision.

### **2.4 Inter-personal skills**

Positions in this Band require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

### **2.5 Qualifications and experience**

As a minimum an employee in this Band will have satisfactorily completed the requirements of Band 1 or equivalent. Indicative but not exclusive of the qualifications required in this Band are the following:

- 2.5.1** Licence or certification in explosives handling.
- 2.5.2** Advanced construction and maintenance.
- 2.5.3** Basic VDU operation.

- 2.5.4 Advanced horticultural course.
- 2.5.5 Communication skills including radio operation.
- 2.5.6 Inventory control.

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

### 3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

#### 3.1 Accountability and extent of authority

##### 3.1.1 Physical/Community Services Employees

- 3.1.1(a) Employees perform work under general supervision.
- 3.1.1(b) Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- 3.1.1(c) Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 3.1.1(d) Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

##### 3.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

- 3.1.2(a) These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- 3.1.2(b) The work is performed within specific guidelines and under general supervision.
- 3.1.2(c) The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d) Outcomes of work are readily observable.
- 3.1.2(e) The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

#### 3.2 Judgement and decision making

##### 3.2.1 Physical/Community Services Employees

- 3.2.1(a) These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.

**3.2.1(b)** The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

**3.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

**3.3 Specialised knowledge and skills**

**3.3.1 Physical/Community Services Employees**

**3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaptation.

**3.3.1(b)** Indicative but not exclusive of the skills required of an employee in this Band include:

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).
- Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

**3.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**3.3.2(a)** These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

- 3.3.2(b)** An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

### **3.4 Management skills**

#### **3.4.1 Physical/Community Services Employees**

- 3.4.1(a)** Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

- 3.4.1(b)** Employees in this Band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this Band must also have a basic knowledge of personnel practices.

#### **3.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 3.4.2(a)** These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

- 3.4.2(b)** Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.

### **3.5 Inter-personal skills**

#### **3.5.1 Physical/Community Services Employees**

Positions in this Band require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

#### **3.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

### **3.6 Qualifications and experience**

#### **3.6.1 Physical/Community Services Employees**

- 3.6.1(a)** An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

- 3.6.1(a)(i)** Trade Certificate or equivalent.

- 3.6.1(a)(ii)** Completion of TAFE accredited/industry based training courses.

Or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

### **3.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**3.6.2(a)** The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

**3.6.2(b)(i)** With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or

**3.6.2(b)(ii)** knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

## **4. EMPLOYEE BAND 4**

A position in this Band has the following job characteristics:

### **4.1 Accountability and extent of authority**

#### **4.1.1 Physical/Community Services Employees**

**4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

**4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.

**4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.

**4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

#### **4.1.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.

**4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.

**4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.

- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

## **4.2 Judgement and decision making**

### **4.2.1 Physical/Community Services Employees**

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.1(b)** For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.1(c)** Guidance and counsel are always available within the time available to make a choice.

### **4.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

## **4.3 Specialist knowledge and skills**

### **4.3.1 Physical/Community Services Employees**

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an employee in this Band include:
- Highly skilled horticultural work.
  - Safe and competent operation of Very Heavy Mechanical Plant.

### **4.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.

**4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.

**4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

#### **4.4 Management skills**

##### **4.4.1 Physical/Community Services Employees**

**4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.

**4.4.1(b)** All employees at this level should have sufficient freedom to plan their work at least a week in advance.

**4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.

**4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

##### **4.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**4.4.2(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.

**4.4.2(b)** All positions necessitate skills in managing time and planning and organising one’s own work.

#### **4.5 Inter-personal skills**

##### **4.5.1 Physical/Community Services Employees**

**4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.

**4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

##### **4.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.

- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

#### **4.6 Qualifications and experience**

##### **4.6.1 Physical/Community Services Employees**

An employee in this Band will have satisfactorily completed the requirements of Band 3 or equivalent as well as a minimum of a post-trades certificate (e.g. special class trades) or equivalent and/or will have in addition have completed a TAFE certificate course or equivalent.

##### **4.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**4.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.

**4.6.2(b)** Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

#### **5. EMPLOYEE BAND 5**

A position at this level has the following characteristics:

##### **5.1 Accountability and extent of authority**

###### **5.1.1 Physical/Community Services Employees**

**5.1.1(a)** Positions in this Band may supervise resources and/or give support to more senior employees.  
In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

**5.1.1(b)** Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

**5.1.1(c)** Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

###### **5.1.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**5.1.2(a)** Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.

**5.1.2(b)** In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

**5.1.2(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.  
In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

## **5.2 Judgement and decision making**

### **5.2.1 Physical/Community Services Employees**

**5.2.1(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

**5.2.1(b)** However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

**5.2.1(c)** Guidance and counsel may be available within the time available to make a choice.

### **5.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**5.2.2(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

**5.2.2(b)** The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.

**5.2.2(c)** Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

**5.2.2(d)** Guidance and advice would usually be available within the time required to make a choice.

## **5.3 Specialist knowledge and skills**

### **5.3.1 Physical/Community Services Employees**

- 5.3.1(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b)** Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d)** Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

**5.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.3.2(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c)** Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

**5.4 Management skills**

**5.4.1 Physical/Community Services Employees**

- 5.4.1(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 5.4.1(b)** The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

**5.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.4.2(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to

achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

- 5.4.2(b)** Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

## **5.5 Interpersonal skills**

### **5.5.1 Physical/Community Services Employees**

- 5.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees.
- 5.5.1(b)** Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

### **5.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.5.2(a)** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.
- 5.5.2(b)** Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

## **5.6 Qualifications and experience**

### **5.6.1 Physical/Community Services Employees**

- 5.6.1(a)** The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.
- 5.6.1(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

### **5.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
- 5.6.2(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

## **6. EMPLOYEE BAND 6**

A position in this Band has the following job characteristics:

### **6.1 Accountability and extent of authority**

- 6.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- 6.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
- 6.1.3** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.
- 6.1.4** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 6.1.6** In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.

### **6.2 Judgement and decision making**

The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

### **6.3 Specialist knowledge and skills**

- 6.3.1** Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 6.3.2** All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.
- 6.3.3** Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

### **6.4 Management skills**

- 6.4.1** These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so

as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

- 6.4.2 Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.

## **6.5 Inter-personal skills**

- 6.5.1 These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.
- 6.5.2 All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

## **6.6 Qualifications and experience**

- 6.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 6.6.2 Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

## **7. EMPLOYEE BAND 7**

A position in this Band has the following job characteristics:

### **7.1 Accountability and extent of authority**

- 7.1.1 Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2 In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. or on the public perception of the wider organisation.
- 7.1.3 In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4 In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5 All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 7.1.6 In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

## **7.2 Judgement and decision making**

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.
- 7.2.2** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

## **7.3 Specialist knowledge and skills**

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
- 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
- 7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

## **7.4 Management skills**

- 7.4.1** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
- 7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

## **7.5 Inter-personal skills**

- 7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
- 7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

## **7.6 Qualifications and experience**

- 7.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 7.6.2 Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

## **8. EMPLOYEE BAND 8**

A Position in this Band has the following job characteristics:

### **8.1 Accountability and extent of authority**

- 8.1.1 Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 8.1.2 In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.
- 8.1.3 In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4 In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

### **8.2 Judgement and decision making**

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.

### **8.3 Specialist knowledge and skills**

- 8.3.1 These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
- 8.3.2 An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.

**8.3.3** A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

#### **8.4 Management skills**

**8.4.1** Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.

**8.4.2** Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

#### **8.5 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.

#### **8.6 Qualifications and experience**

**8.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.

**8.6.2** Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.

**8.6.3** Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

### **PART B - SENIOR EXECUTIVE OFFICER**

#### **9. SENIOR EXECUTIVE OFFICER**

Senior Executive Officers are as defined in 22.6 of this award.

# **NURSES - ANF (LOCAL GOVERNMENT) AWARD 2002**

## **1. RELATIONSHIP TO AGREEMENT**

Subject to the terms and conditions of employment contained in Part A of this Agreement, the terms of Part A shall apply to the extent of any inconsistency between the Agreement and this Part.

## **2. TITLE OF SCHEDULE.**

This Schedule shall be titled the Nurses (ANF - Victorian Local Government) Award 2002.

## **3. ARRANGEMENT**

1. RELATIONSHIP TO AGREEMENT
2. TITLE OF SCHEDULE.
3. ARRANGEMENT
4. INCIDENCE AND APPLICATION
5. DEFINITIONS
6. MODES OF EMPLOYMENT
7. TRANSFER TO LOWER PAID DUTIES
8. NOTICE OF TERMINATION
9. CLASSIFICATIONS
10. HIGHER DUTIES
11. ALLOWANCES
12. HOURS OF WORK
13. OVERTIME
14. ANNUAL LEAVE
15. PERSONAL LEAVE
16. PARENTAL LEAVE
17. LONG SERVICE LEAVE
18. PUBLIC HOLIDAYS
19. JURY SERVICE
20. ACCIDENT PAY
21. SALARIES

## 4. INCIDENCE AND APPLICATION

This award shall be binding upon the Australian Nursing Federation (ANF) and its members or persons eligible to be members and shall be binding upon the Shire of Campaspe, in the State of Victoria.

## 5. DEFINITIONS

- 5.1 Act means the Workplace Relations Act 1996
- 5.2 Base rate shall mean for the purposes of calculating allowances provided for in this award, mean the rate prescribed for a “Registered nurse grade 2 - 2nd year of experience as such”. Allowances shall be calculated to the nearest ten cents, an exact amount of five cents in the result going to the higher figure
- 5.3 Basic training shall mean training for registration as a Registered nurse
- 5.4 Commission means the Australian Industrial Relations Commission.
- 5.5 Experience shall mean 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 certificated nurse by the Victorian Nursing Council. 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:
  - 5.5.1 an employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve 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
  - 5.5.2 where an employee has not been regularly employed as a registered nurse, or has not actively nursed for a period of five years or more, such employee’s prior service and experience shall not be taken into account.
- 5.6 Former award shall mean the Nurses (ANF Victorian Local Government) Award 1993 [AW790808 Print L2988] of the Australian Industrial Relations Commission.
- 5.7 Immunisation nurse shall mean a registered nurse engaged in or in connection with any immunisation work requiring an immunisation qualification.
- 5.8 Maternal and child health nurse shall mean a registered nurse engaged in infant welfare work or in work requiring a post graduate Maternal and Child Health qualification, or equivalent, and shall have the same meaning as that of “Infant Welfare Sister” as contained in Determination 2 and 3 of 1980 of the Registered Nurses Board of the Victorian Industrial Relations Commission.
- 5.9 Maternal and Child Health Nurse Coordinator shall mean a registered nurse engaged in infant welfare or in work requiring a post graduate Maternal and Child Health qualification and who is responsible for managing and or coordinating Maternal and Child Health Services and may include coordinating the council’s immunization services.
- 5.10 Registered nurse (not elsewhere classified), shall mean a person whose name appears in any section of the Register maintained by the Victorian Nursing Council, excluding a Maternal and Child Health Nurse as defined. Such classification would include head lice and scabies nurse.
- 5.11 Uniform shall mean such apparel as may be required by the employer.

## 6. MODES OF EMPLOYMENT

- 6.1 Full-time Employment.
  - 6.1.1 All employees shall be entitled to receive not less than the ordinary rate provided in this award as a salary for an ordinary week's work.
- 6.2 Part-time Employment
  - 6.2.1 A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours less than 38 in any one week (or less than 76 in a fortnight) provided that the number of hours worked may vary from week to week by mutual agreement.
  - 6.2.2 Such employee shall be paid per hour worked an amount equal to 1/38th of the week salary appropriate to the employee's classification, provided that payment in respect of any period of annual leave or long service leave to which an employee may become entitled shall be on a pro rata basis. Payment in respect of any period of paid sick leave (where an employee has accumulated an entitlement) public holidays, and bereavement leave shall be made according to the number of hours the employee would normally have worked on the day or days on which the leave was taken so as not to reduce the employee's salary below that level which such employee would have received had such employee not been absent.
- 6.3 Casual Employment
  - 6.3.1 A casual employee for the purposes of this sub clause shall mean an employee who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under 6.1 and 6.2.
  - 6.3.2 A casual employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary appropriate to the class of the work performed plus 25%.
  - 6.3.3 A casual employee shall not be entitled to any pro rata annual leave, long service leave, sick leave, bereavement leave or public holidays.
  - 6.3.4 Notwithstanding 6.3.1, 6.3.2 and 6.3.3, where a casual employee is specifically engaged on relieving work for a period in excess of 38 hours in the absence of the permanent employee, the employer may decide to make payment on a pro rata basis of any annual leave, long service leave, bereavement leave and public holidays to which the employee may have become entitled in lieu of the 25% loading. In such circumstances termination of employment shall be by mutual agreement. In the absence of mutual agreement, the termination clause of this award shall apply. Payment in respect of any period of paid sick leave (where an employee has accumulated an entitlement) public holidays, and bereavement leave shall be made according to the number of hours the employee would normally have worked on the day or days on which the leave was taken.
- 6.4 Relieving Employee
  - 6.4.1 A relieving employee engaged for a position distant from her / his usual place of residence and who is required to travel to and from such position in her / his own time shall in addition to any allowance prescribed elsewhere in this award, receive on the first and last days of her / his employment a travelling allowance equivalent to one half day's pay for a journey necessitating not less than two hours travel,

- and in the case of more than four hours travel, the allowance shall be the equivalent to one day's pay.
- 6.4.2 A relieving employee shall receive refund of first-class railway, coach or plane return fare, or if required to use her / his own mode of transport be paid an allowance corresponding with the kilometre rates as determined from time to time by the Victorian Public Service Board and published in the Victorian Government Gazette.
- 6.4.3 A relieving employee who is required, because of distance or travel difficulties, to live away from her / his usual place of residence shall be paid an accommodation, meals and incidental allowance which is equivalent to that paid to an officer of the Victorian Public Service.

## 7. TRANSFER TO LOWER PAID DUTIES

Where a nurse is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the nurse 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.

## 8. NOTICE OF TERMINATION

### 8.1 Notice of Termination by Employer

- 8.1.1 In order to terminate the employment of a nurse the employer must give to the nurse the period of notice specified in the table below:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 8.1.2 In addition to the notice in 7.1.1, nurses over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 8.1.3 Payment in lieu of the prescribed notice in 7.1.1 and 7.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the nurse working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 8.1.4 The period of notice in this clause does not apply:
- 8.1.4.1 (a) in the case of dismissal for serious misconduct,
- 8.1.4.2 (b) to nurses engaged for a specific period of time or for a specific task or tasks,
- 8.1.4.3 (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- 8.1.4.4 (d) to casual nurses.
- 8.1.5 Continuous service is defined in clause 17 – Parental Leave.

8.2 Notice of Termination by a Nurse

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

8.2.2 If a nurse fails to give the notice specified in 7.1.1 the employer has the right to withhold monies due to the nurse to a maximum amount equal to the amount the nurse would have received under 8.1.4.

8.3 Job Search Entitlement

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

8.4 Transmission of Business

Where a business is transmitted from one employer to another, as set out in this agreement, the period of continuous service that the nurse had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, a nurse shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 9. CLASSIFICATIONS

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 24 – Salaries:

- Maternal and Child Health Nurse Coordinator.
- Maternal and Child Health Nurse.
- Immunisation Nurse.

9.1 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.

9.2 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.

9.3 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.

Registered Nurse (not elsewhere classified)

9.4 Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of 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 Award.

## 10. HIGHER DUTIES

Any employee engaged in any one day or shift for more than two hours on duties for carrying a higher rate than the classification in which she / he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time worked shall be paid for at the higher rate.

## 11. ALLOWANCES

### 11.1 On-call Allowance

An employee rostered to be on-call (i.e. to be available to be recalled to duty in that period of time beyond the employee's rostered hours of duty) shall be paid the sum of 1.45% of the base rate per period of twelve hours or part thereof.

### 11.2 Re-call Allowance

11.2.1 When an employee is rostered on call and is recalled to duty such employee shall be paid a minimum of two hours salary for each occasion on which she or he is recalled.

11.2.2 An employee rostered on call who is recalled to work outside ordinary rostered hours and who uses her or his vehicle for transport from home to place of work and return shall receive an allowance at the rate payable to an officer in the Victorian Public Service, with a minimum of 52.4 cents for each occasion of such use.

11.2.3 An employee rostered on call and re-called who does not use her / his vehicle shall be provided at the expense of the employer, with suitable transport for the inward and return journey.

### 11.3 Travelling Allowance

11.3.1 Any employee whose duties require her / him to travel shall be paid first class fares and all reasonable out-of-pocket expenses.

11.3.2 Where an employee is required to provide her / his own mode of conveyance in connection with her / his duties she / he shall be paid an allowance at the rate payable to an officer in Victorian Public Service.

11.3.3 Any employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first-class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the state of Victoria in reaching such position.

11.3.4 Any employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

### 11.4 Uniform and Laundry Allowance

11.4.1 Employees shall be paid a uniform allowance at the rate of \*\* cents per day or part thereof on duty or \$\*\*\*\* per week whichever be the lesser amount, unless the uniforms are supplied by the employer and no cost to the employee. The employee shall be paid a laundry

allowance of \*\* cents per day or part thereof on duty or \$\*\*\*\* per week which ever be the lesser amount unless such employee's uniforms are not laundered by or at the expense of the employer.

11.4.2 The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to 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 shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

11.4.3 Where an employer provides an employee with uniforms, all articles so provided remain the property of the employer.

#### 11.5 Meal Allowance

An employee shall be paid meal money in addition to any overtime payment as follows, or supplied with an adequate meal where an employer has their own cooking and dining facilities:

11.5.1 when required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive), or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$\*\*\*\*. Provided that where such overtime work exceeds four hours a further meal allowance of \$\*\*\*\* shall be paid,

11.5.2 when required to work more than five hours overtime on Saturday, or more than five hours by a shift worker on their rostered day off - \$\*\*\*\* and a further \$\*\*\*\* when required to work more than nine hours on such day. These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed,

11.5.3 on request meal money shall be paid on the same day as overtime is worked.

#### 11.6 Accommodation Allowance

When an employee is required by his / her employer in the course of his / her employment to be absent from his / her usual place of residence overnight, the employer will pay reasonable accommodation and out-of-pocket expenses necessarily incurred by the employee.

#### 11.7 Qualifications Allowance

(a) In addition to the weekly salaries (pro rata for Part-time, casual and relieving employees) a Registered Nurse Division 1 who holds a Hospital Certificate / Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate: 4% of base pay

Post Graduate Diploma or Degree: 6.5% of base pay

Masters or Doctorate: 7.5% of base pay.

(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.

#### 11.8 Absorption Allowance

Where applicable, the whole or a proportion of a Higher Qualifications Allowance equivalent to existing allowances as defined, which have been negotiated in an enterprise agreement, shall be absorbed into this allowance.

**Existing Allowances** means an allowance contained in a certified enterprise agreement, paid to a maternal and child health nurse in recognition of; higher qualifications, attraction and retention strategies, labour market demands, centre management responsibilities, recognition of professional skills and qualifications and / or any other matter as agreed in writing between the parties to any such agreement for the purpose of this clause.

#### 11.9 Shift Allowance

In addition to any other rates prescribed elsewhere in this part of this award an employee whose rostered hours of ordinary duty finish after the hours of 8.00pm Monday to Friday including weekends shall be paid an amount equal to 2.5% of the rate of pay for Registered Nurse Year 1 as prescribed in this Award.

## 12. HOURS OF WORK

### 12.1 Hours for an Ordinary Weeks Work

12.1.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an employee working ten hour shifts) and shall be paid either:

12.1.1(a) in a week of five days in shifts of not more than eight hours each; or

12.1.1(b) by mutual agreement in a week of four days in shifts of not more than ten hours each; or

12.1.1(c) by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours; or

12.1.1(d) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each; or

12.1.1(e) in 152 hours per four week period to be worked as nineteen days each of eight hours.

### 12.2 Implementation of 38 Hour Week

12.2.1 The methods of implementation of the 38 hour week shall be in accordance with those set out in 12.1.

12.2.2 In each employer establishment an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned, the objective being to reach agreement on method of implementation by the earliest possible date.

12.2.3 Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the establishments concerned.

## 12.3 Procedures for In-establishment Discussions

- 12.3.1 Procedures shall be established for in-establishment discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with clause 5 - Modes of Employment, and 12.1 and entailing an objective review of current practices to establish where improvements can be made and implemented.
- 12.3.2 The procedure should allow for in-establishment discussions to continue.
- 12.3.3 The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- 21.3.4 The procedures should allow for the in-establishment monitoring of agreements and understanding reached.
- 12.3.5 In cases where agreement cannot be reached in-establishment in the first instance or where problems arise after initial agreements or understandings have been achieved in-establishment, a formal monitoring procedure shall apply.
- 12.3.6 Separate to these procedures the employer organisations may provide assistance and guidance to their members on the subject to be dealt with in-establishment discussions and on other relevant matters.

## 12.4 Substitute Days

- 12.4.1(a) An employer, with agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- 12.4.1(b) An individual employee, with the agreement of his / her employer, may substitute the day he is to take off for another day.
- 12.4.2 An employee would therefore work on what would normally have been his or her rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided that no less than seven days' notice is given before taking the banked Rostered Day(s) Off.
- 12.4.3 No payments or penalty payment shall be made to employees working under this substitute banked Rostered Day Off. However, the employer will maintain a record of the number of Rostered Days banked and will apply the Average Pay System during the weeks when an employee elects to take a banked Rostered Day Off.
- 12.4.4 Employees terminating prior to taking any banked Rostered Day(s) Off shall receive the following:
- Average weekly pay x number of banked substitute days five.

## 13. OVERTIME

- 13.1 All work done in excess of the ordinary hours prescribed shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 13.1.1 In lieu of receiving payment for overtime worked in accordance with this clause, employees may, with the consent of the employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, calculated at the rate of time and a half overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the employer and the employee, provided that accrual of such leave shall not extend beyond a 28 day period.
- 13.2 Rest Periods - affected by overtime (including Saturdays and Sundays):
- 13.2.1 When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten hours continuously off duty between the work of successive shifts.
- 13.2.2 An employee (other than a casual employee) who works so much overtime between the termination of her / his last previously rostered ordinary hours of duty and the commencement of her / his next succeeding rostered period of duty that she / he would not have had at least ten hours continuously off duty between those times, shall subject to this sub clause, be released after completion of such overtime worked until she / he had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- 13.2.3 If on the instructions of her / his employer such an employee resumes or continues work without having had such ten hours continuously off duty she / he shall be paid at the rate of double time until she / he is released from duty for such rest period and she / he shall be entitled to be absent until she / he has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- 13.2.4 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.
- 13.3 Special Rates Weekends
- All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid at the rate of time and a half.

## 14. ANNUAL LEAVE

- 14.1 All employees (other than casual employees except where 6.3.4 is applicable) shall be entitled to 4 weeks annual leave with ordinary pay plus an amount as specified in 15.6 on completion of each year of service with an employer.
- 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.

To avoid any doubt, this means that an employee who is not a shiftworker is entitled to four weeks of paid annual leave for each year of service with Council, and an employee who is a shiftworker as defined above is entitled to five weeks of paid annual leave for each year of service with their employer.

- 14.2 Provided that any employee who leaves or is dismissed for any reason before completing a full qualifying twelve month period shall, in lieu of annual leave, receive a pro rata payment based on the amount payable for the leave prescribed herein for a full twelve months continuous service and the period actually served.
- 14.3 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.
- 14.4 Should any day or days specified in this award as a public holiday occur during an employee's period of annual leave, an additional day shall be added to the period of annual leave for each specified day so occurring.
- 14.5 **Ordinary pay** in relation to any worker means remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- 14.6 In addition to the ordinary pay as prescribed in 15.5 all employees shall receive either:
- 14.6.1 a loading of 17.5% calculated on the prescribed rate of salary. Provided that such loading shall be on a maximum of 152 hours in respect of any year of employment; or
  - 14.6.2 In respect of each week of leave granted an amount comprising the following:
    - 14.6.2(a) shift work premiums according to roster or projected roster
    - 14.6.2(b) Saturday, Sunday premiums according to roster or projected roster
    - 14.6.2(c) in-charge allowances
    - 14.6.2(d) other allowances prescribed in this award whichever is the higher.
- 14.7 The annual leave loading shall apply to pro rata payment of leave on termination of employment.
- 14.8 An employee before going on leave shall be paid in advance for the period of such leave.
- 14.9 Where an employee becomes sick whilst on annual leave for a continuous period of not less than five days on which she / he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to her / his annual leave entitlement.
- 14.10 The amount of annual leave loading received for any period of annual leave converted into sick leave shall be deducted from any future entitlement to annual leave loading or if the employee resigns, from termination pay.

- 14.11 An employee with an accrued annual leave entitlement can apply for annual leave at any time (subject to any restrictions elsewhere in this Award), and such request will not be unreasonably refused by the employer. Where agreement cannot be reached between an employee and employer as to when annual leave can be taken, the employer may require the employee to take such leave at a time directed by the employer, provided that the employee cannot be directed to take such leave before the expiration of a period of 2 years after the date upon which the right to such annual leave accrues.
- 14.12 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.

## 15. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

### 15.1 Paid Personal Leave

15.1.1 Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave) or who requires care due to an unexpected emergency; or
- because of bereavement on the death of an immediate family or household member (bereavement leave).

15.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

### 15.2 Amount of Paid Personal / Carer's Leave

An employee (other than a casual employee except where 5.3.4 is applicable) is entitled to the following amount of paid personal / carer's:

- 15.2.1 up to 121 hours and 36 minutes annually in the first year of service,
- 15.2.2 up to 136 hours and 48 minutes in each year in the second, third and fourth years of service,
- 15.2.3 up to 190 hours in the fifth and following years of service.

### 15.3 Immediate Family or Household

15.3.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

15.3.1(a) a member of the employee's immediate family; or

15.3.1(b) a member of the employee's household.

15.3.2 The term **immediate family** includes:

15.3.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the

employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

15.3.2(b) child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 15.4 Sick Leave

15.4.1 An employee (other than a casual employee except where 5.3.4 is applicable) is entitled to following amount of paid leave for absence due to personal illness or injury:

- up to 7 hours and 36 minutes for each month of service in the first year of service;
- up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;
- up to 159 hours and 36 minutes in the fifth and following years of service

15.4.2 Leave taken by an employee under 16.4.1 is deducted from the amount of personal / carer's leave under 15.2.

15.4.3 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- the current year's sick leave component of the personal / carer's leave entitlement as personal sick leave; or
- the current year's aggregate personal / carer's leave entitlement

15.4.4 Sick leave entitlements which are undertaken at the completion of the year will accumulate on the following scale:

- the balance of personal / carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or of carer's leave taken by the employee during the year:
- up to 7 hours and 36 minutes for each month of service in the first year of service;
- up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;
- up to 159 hours and 36 minutes in the fifth and following years of service.

15.4.5 Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.

15.4.6 Provided further that an employee shall not be entitled to this benefit should she / he fail to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 9.00am.

15.5.6(a) Provided further that an employee shall not be entitled to this benefit should she / he fail to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 9.00am.

## 15.5 Bereavement Leave

15.5.1 An employee (other than a casual employee except where 5.3.4 is applicable) is entitled to four days' paid leave annually if a member of the employee's immediate family or household in Australia dies / is seriously ill.

15.5.2 Each day or part of a day used under 15.5.1 is deducted from the amount of personal / carer's leave under 15.2.

15.5.3 An employee is entitled to use accumulated sick leave as paid bereavement leave / compassionate leave up to four days annually when a member of the employee's immediate family or household in Australia dies / is seriously ill if the employee has already used the current year's personal / carer's leave entitlement under 15.2.

15.5.4 An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household in Australia dies / is seriously ill if the employee has already used the current year's personal / carer's leave entitlement under 15.2 and no accumulated sick leave is available.

15.5.5 Proof of death must be provided to the satisfaction of the employer, if requested.

15.5.6 Unpaid bereavement leave

An employee may take unpaid bereavement leave by agreement with the employer.

## 15.6 Personal Leave to care for an Immediate Family or Household Member

15.6.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal / carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

15.6.2 The entitlement to use personal / carer's leave is subject to the employee being responsible for the care of the person concerned.

15.6.3 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

15.6.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

- 15.6.5 The employee must, where practicable, give the employer notice prior to the absence of the 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, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 15.6.6 Each day or part of a day carer's leave taken in accordance with 16.6.1 is to be deducted from the amount of personal / carer's leave provided in 15.2 up to a maximum of ten days per annum.
- 15.6.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal / carer's leave entitlement. An exception to this is where an employee has already taken ten days' carer's leave in the current year.
- 15.6.8 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.

#### 15.7 Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave 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. The employer and the 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 of 16.6.3 and 16.6.5 are met.

#### 15.8 Annual Leave

This clause is in conjunction with clause 15 – Annual Leave.

- 15.8.1 Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:
  - 15.8.1(a) 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 five days in any calendar year at a time or times agreed between them.
  - 15.8.1(b) Access to annual leave, as prescribed in 16.8.1(a), shall be exclusive of any shutdown period provided for elsewhere under this award.
  - 15.8.1(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

15.8.1(d) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the Workplace Relations Act 1996 Regulations.

## 15.9 Time off in Lieu of Payment

15.9.1 This clause is in conjunction with the overtime provisions of this award.

15.9.2 Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

15.9.2(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

15.9.2(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the award).

15.9.2(c) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 13 - Overtime, for any overtime worked under this sub clause where such time has not been taken within four weeks of accrual.

15.9.2(d) Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the *Workplace Relations Act 1996 Regulations*.

## 15.10 Make Up Time

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of Make Up time provided that:

15.10.1 An employee may elect, with the consent of the employer, to work **Make Up time** under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award.

15.10.2 An employee on shift work may elect, with the consent of the employer, to work **Make Up time** under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

15.10.3 Once a decision has been taken to introduce an enterprise system of **Make Up time**, in accordance with this clause, its terms must be set

out in the time and wages records kept pursuant to the *Workplace Relations Act 1996 Regulations*.

#### 15.11 Accrued Days Off (ADO)

Notwithstanding provisions elsewhere in the award, the employer and the majority of employees at an enterprise may agree to establish a system of ADO to provide that:

- 15.11.1 An employee may elect, with the consent of the employer, to take an accrued day off at any time.
- 15.11.2 An employee may elect, with the consent of the employer, to take an accrued day off in part day amounts.
- 15.11.3 An employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.
- 15.11.4 Once a decision has been taken to introduce an enterprise system of ADO flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the *Workplace Relations Regulations*.

## 16. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

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

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

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

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

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

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

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

#### 16.1 Definitions

- 16.1.1 For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where 'child' means

a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

16.1.2 In this clause, **spouse** includes a de facto or former spouse.

16.1.3 In relation to 16.7, spouse includes a de facto spouse but does not include a former spouse.

## 16.2 Basic Entitlement

16.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

16.2.2 Subject to 16.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

16.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child,

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

## 16.3 Variation of Period of Parental Leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under 17.2.1 and 17.4.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

## 16.3 Right to Request

16.3.1 An employee entitled to parental leave pursuant to the provisions of 17.2 may request the employer to allow the employee:

16.3.1(a) to extend the period of simultaneous unpaid parental leave provided for in 17.2.2(a) and (b) up to a maximum of eight weeks.

16.3.1(b) to extend the period of unpaid parental leave provided for in 17.2.1 by a further continuous period of leave not exceeding 12 months.

16.3.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

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

16.3.3 Employee's Request and Employer's Decision to be in Writing

The employee's request and the employer's decision made under 16.3.1(b) and 16.3.1(c) must be recorded in writing.

#### 16.3.4 Request to Return to Work Part-time

Where an employee wishes to make a request under 17.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 16.4 Maternity Leave

16.4.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

16.4.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks.

16.4.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

16.4.2 When the employee gives notice under 17.5.1(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

16.4.4 Subject to 16.2.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

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

#### 16.4.6 Special Maternity Leave

16.4.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary

16.4.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

16.4.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity

leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

16.4.7 Where leave is granted under 16.4.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## 16.5 Paternity Leave

16.5.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

16.5.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

16.5.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

16.5.1(c) a statutory declaration stating:

16.5.1(c)(i) except in relation to leave taken simultaneously with the child's mother under 17.2.2(a) or 17.4.1(a) he will take the period of paternity leave to become the primary care-giver of a child

16.5.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

16.5.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.5.2 The employee will not be in breach of 17.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

## 16.6 Adoption Leave

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

16.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

16.6.2(a) the employee is seeking adoption leave to become the primary care-giver of the child,

16.6.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

16.6.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

- 16.6.4 Where the placement of 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.
- 16.6.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 16.6.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.
- 16.7 **Parental Leave and other Entitlements**  
An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 16.4.
- 16.8 **Transfer to a Safe Job**
- 16.8.1 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 her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 16.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- 16.9 **Returning to Work after a period of Parental Leave**
- 16.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 16.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 17.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 16.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

- 16.10 Replacement Employees
- 16.10.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 16.10.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 16.11 Communication during Parental Leave
- 16.11.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 16.11.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 16.11.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 16.11.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 16.11.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 16.11.1.

## 17. LONG SERVICE LEAVE

Employees covered by this award are entitled to long service leave in accordance with the provisions of the long service leave regulations made in respect of the *(Victorian) Local Government Act 2020* as amended from time to time.

## 18. PUBLIC HOLIDAYS

- 18.1 An employee (other than a casual employee, with the exception of a casual employee as specified in 5.3.4), shall be entitled to holidays on the following days:
- 18.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and
- 18.1.2 the following days, as prescribed in the relevant States and localities: Australia Day, ANZAC Day, Queen's Birthday, Labour Day, **Friday before the AFL Grand Final**; and
- 18.1.3 Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.
- 18.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- 18.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 18.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 18.5 Where in a State or locality, public holidays are declared or prescribed on days other than those set out in 19.1, 19.2, 19.3 and 19.4, those days shall constitute additional holidays for the purpose of this award.
- 18.6 An employer and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- 18.6.1 An agreement pursuant to 18.6 shall be recorded in writing and be available to every affected employee.

## 19. JURY SERVICE

- 19.1 An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 19.2 An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

## 20. ACCIDENT PAY

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

- 20.1 An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.
- 20.2 **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the employee's appropriate 38 hour award rate or in the case of a part-time employee the pro rata award rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said award or pro rata rate for that period.
- 20.3 An employer will pay or cause to be paid accident pay as defined in 21.2, 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.
- 20.4 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.

- 20.5 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.
- 20.6 Notwithstanding the provisions of this clause:
  - 20.6.1 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.
  - 20.6.2 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 Make Up pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.

## 21. SALARIES

- 21.1 Employees shall be paid the weekly salaries as set out hereunder corresponding to that employee's classification in accordance with clause 5 – Modes of Employment.
  - 21.1.1 Maternal and Child Health Nurse
    - 1st year of experience: \$\*\*\*\*
    - 2nd year of experience: \$\*\*\*\*
  - 21.1.2 Immunisation Nurse (in charge) (as defined in clause 9)
    - 1st year of experience: \$\*\*\*\*
    - 2nd year of experience: \$\*\*\*\*
  - 21.1.3 Registered Nurse (not elsewhere classified)
    - Year 1: \$\*\*\*\*
    - Year 2 (Base rate): \$\*\*\*\*
    - Year 3: \$\*\*\*\*
    - Year 4: \$\*\*\*\*
    - Year 5: \$\*\*\*\*
    - Year 6: \$\*\*\*\*