



DECISION

Fair Work Act 2009

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

Gannawarra Shire Council

(AG2025/2540)

GANNAWARRA SHIRE COUNCIL ENTERPRISE BARGAINING AGREEMENT - NO 11 (2025)

Local government administration

COMMISSIONER REDFORD

MELBOURNE, 19 AUGUST 2025

Application for approval of the Gannawarra Shire Council Enterprise Bargaining Agreement - No 11 (2025)

[1] An application has been made for approval of an enterprise agreement known as *Gannawarra Shire Council Enterprise Bargaining Agreement - No 11 (2025) (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Gannawarra Shire Council. The Agreement is a single enterprise agreement.

Undertakings

[2] In response to several issues raised with Gannawarra Shire Council in relation to its application, it has provided written undertakings, a copy of which are attached in Annexure A. I have sought the views of each person known to be bargaining representative for the agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] The undertakings relate to:

- a. Annualised salaries – reconciliation and other safeguards
- b. Casual employees – special engagement
- c. Hall keepers – spread of ordinary hours
- d. Maximum attendance days for teachers
- e. Shift work – physical / community services employees – clause 7.17 of the agreement to be read as deleted

Interaction with the National Employment Standards

[4] Clause 4 of the Agreement provides that the National Employment Standards (NES) applies to employees covered by the agreement except where the agreement provides a more favourable outcome (**NES precedence clause**). On this basis, I am satisfied that the apparent inconsistencies with the NES outlined below do not prevent the approval of this agreement:

- a. Clause 22.2 – deduction / withholding of monies due on termination

Consideration

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and Australian Nursing and Midwifery Federation (ANMF) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the ASU and ANMF.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.



COMMISSIONER

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ANNEXURE A



Our Ref: 3.000351
IN25/37071F6
GR:MM

18 August 2025

Commissioner Redford
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

Dear Commissioner Redford

FWC Matter No. AG2025/2540

Applicant: Gannawarra Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Geoff Rollinson, Chief Executive Officer, have the authority given to me by Gannawarra Shire Council (**the employer**) to give the following undertakings with respect to the *Gannawarra Shire Council - Enterprise Bargaining Agreement No 11 (2025)* (**the Agreement**):

1. *"Where an Employee considers that over a three month period they are not better off overall under this Agreement than under the applicable Award, they may request a comparison of the wages received for that roster cycle under this Agreement and the wages they would otherwise have been provided with under the Award. If such a request is made, the Employer will conduct that review and provide a copy of it to the Employee. Any shortfall in wages which would otherwise be payable under the Award will be paid to the Employee in the next pay period after the review is completed. In instances where a shortfall is paid, the employee will also ensure the Employee is 5% above the rate the Employee would otherwise be paid under the modern award. If the Employee and the Employer cannot reach agreement on the total amount which should be paid by operation of this undertaking, the dispute settlement process in clause 23 of the Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter."*
2. New clause 7.11(f) be read as follows:

"A casual employee engaged under this clause (Special Engagement), will be paid (in any pay cycle) the greater of their base rate plus the 25% Special Engagement Loading and 25% casual loading for every hour worked, or \$50 more than what they would be paid under the Victorian Local Government Award 2015 (whichever is the greater)."

3. That clause 7.5(c) be read as follows:

"By written agreement between the employer and the employee concerned, the ordinary hours of duty may be worked at any time between the hours of 5:00am – 10:00pm, on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement."

4. That new clause 5.2(d) of Appendix 4 be read as follows:

"The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each school year."

5. That clause 7.17 is read to be deleted, as it is contrary and inferior to clause 7.16.

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

Yours sincerely



Geoff Rollinson
CHIEF EXECUTIVE OFFICER

ANNEXURE A

MEMORIAL MUNICIPAL

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Enterprise Bargaining Agreement No 11 (2025)

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1. TITLE

This Agreement shall be known as the Gannawarra Shire Council Enterprise Bargaining Agreement - No 11 (2025).

2. PARTIES BOUND

The parties bound by this Agreement are:

- The Australian Services Union and the Australian Nursing and Midwifery Federation.
- The Gannawarra Shire Council.
- All employees of the Gannawarra Shire Council except the Chief Executive Officer.

3. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation seven days after the date of approval by the Fair Work Commission and shall remain in force for three years. Negotiations are to commence three months prior to expiry where practicable.

4. INTERPRETATION OF AGREEMENT

This Agreement replaces the Gannawarra Shire Council Enterprise Bargaining Agreement - No. 10 (2022) and should be read in conjunction with the National Employment Standards (NES).

The NES will be read in conjunction with this Agreement. Where there are matters in the NES which are not specifically included in this Agreement then they shall apply to all employees covered by this Agreement. Where the NES provide entitlements to employees which are more beneficial than those provided for in this Agreement then the provisions of the NES shall apply to the extent of any inconsistency. No aspect of the NES will be reduced by this Agreement.

In the event of any inconsistency between an Appendix and any other clause in the Agreement, the Appendix shall prevail to the extent of that inconsistency. Appendices that cover specific work groups shall take precedence over other appendices.

The Council must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

The parties agree there shall be no extra claims including further wages increase sought or granted except for those granted under the terms of this Agreement.

4A. DEFINITIONS

Act means the *Fair Work Act 2009*.

AHPRA means the Australian Health Practitioner Regulation Agency.

ANMF means the Australian Nursing & Midwifery Federation.

ASU means the Australian Services Union.

CEO means the Chief Executive Officer of the Gannawarra Shire Council.

Child Care Worker means an employee whose classification is defined by Bands 2 - 7 of Appendix 7 – Classification Definitions.

Commission means the Fair Work Commission.

Council means the Gannawarra Shire Council.

EFT means equivalent full-time.

Employee means a person whose rate of pay is governed by this Agreement.

Employees other than Physical/Community Services Employees means an employee whose classification is defined by Bands 3 to 8 of Appendix 7 - Classification Definitions.

Experience (Nurses Only) means full-time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Registered Nurse (Division 1) by the NMBA. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:

- an employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further 12 months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and
- where an employee has not been regularly employed as a registered nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

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

Immunisation Nurse means a Registered Nurse (Division 1) on the Register of Practitioners of AHPRA who is engaged in or in connection with any immunisation work requiring an immunisation qualification.

Maternal and Child Health (MCH) Nurse means an employee who is both a Registered Nurse (Division 1) and Midwife on the Register of Practitioners of AHPRA, who is engaged in maternal and child health work (however described) within a local government council/shire, and has attained the following additional qualification:

- A post graduate degree/diploma, or equivalent, in Maternal and Child Health Nursing.

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

NMBA means the Nursing and Midwifery Board of Australia.

Ordinary Rate (Employees except for Nurses or Kindergarten Teachers) is an all-purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum wage prescribed by clause 26C - Classification and minimum rates of pay and the industry allowance where applicable.

Physical/Community Services Employee means an employee whose classification is defined by Bands 1 to 5 of Appendix 7 - Classification Definitions.

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.

Senior Executive Officer means an employee whose duties and responsibilities exceed the classification definitions for Band 8 of Appendix 7 - Classification Definitions.

Senior Officer means:

- a) The Chief Executive Officer;
- b) Any other employee whose total annual remuneration package exceeds \$170,000.

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.

Uniform (Nurses Only) means such apparel as may be required by the employer.

5. AIMS AND OBJECTIVES OF AGREEMENT

The aim of the Council is to deliver an effective, efficient and quality service to the community by constantly developing and improving the skills and performance of all its employees.

The parties recognise that this Agreement provides the opportunity to improve efficiency and productivity so that the Council and its employees are able to compete efficiently with all providers and potential providers of council services.

The parties to this Agreement intend to achieve a range of outcomes, which will facilitate improved effectiveness, efficiencies and productivity by:

- Increasing accountability and responsiveness to the community's needs by delivering quality services. Benefits of this will focus on enhancing services and increasing their accessibility through more flexible delivery.
- Providing service levels that achieve best practice/value.
- Maximising the participation and ownership of the ongoing reform process, through developing a cooperative work environment, more efficient work practices and quality improvement.
- The measures envisaged in the Agreement are reflected in practice.

The Consultative Committee (as defined in clause 14) will oversee the implementation of the Agreement. This committee is committed to cooperatively and positively increasing the efficiency, productivity and competitiveness of the organisation and to enhance the training, career opportunities and job security of employees within the Council.

6. CONTINUOUS IMPROVEMENT

An integral part of this Agreement will include Council and its employees working together to improve productivity across the organisation. Productivity improvements during the term of this Agreement will be based around employees committing to the following:

- Improving and maintaining excellent levels of internal and external customer service;
- Implementation of the Council planning process and timely completing reporting system deadlines across all business teams;
- Undertaking bench marking activities to ensure that service standards are developed and maintained; and
- Implementation and adherence to Council's performance management procedures across all business units in the organisation.

More specific productivity improvement activities include:

- A focus on adherence of the objectives and measures of the Customer Service Charter standards across all areas of the organisation; and
- A commitment to supporting employees through skills and knowledge retention through individual career development plans.

The implementation of a team-based culture and multi-skilling where appropriate.

Prior to any decision to tender out a service the employer will undertake a review of the service in line with the Service Performance Principles of the *Local Government Act 2020*.

Any service review will include consultation with the employees who undertake that role or deliver that service, with their feedback forming part of the service review.

7. HOURS OF WORK

7.1 Hours of Work – Standard Engagement

The standard hours of work for all employees, except Senior Officers (as defined) who have entered into contracts, shall be 152 hours per four-week period.

The ordinary hours of duty for full-time employees under standard engagement shall be 76 hours per two-week cycle to be worked between 6:00am and 6:00pm for Depot employees, 8:00am to 6:00pm for Nurses and 7:30am to 7:30pm for all other employees, Monday to Friday. Provided that by agreement between the employer and employee(s) the ordinary hours of duty for all or some of the employees, depending on the nature of the work to be carried out, may extend beyond these hours.

An employee may be engaged under Standard Engagement or under an appropriate form of Specific or Special Engagement, as set out in this Agreement.

For areas that operate under a roster system, employee's daily/weekly ordinary work time shall be in accordance with the roster which can be varied by agreement between employees and management. Whilst consultation with the relevant work teams will be considered, management shall develop rosters to ensure that the highest level of productivity is achieved and maintained. These may be varied from time to time to suit the requirements of the job.

7.2 Rostered Day Off (RDO)

All full-time employees shall be entitled to an RDO per four week cycle except where agreed through a Senior Executive Officer's contract, or through an Annualised Salary Arrangement, as per this Agreement.

Each work team will, by agreement, spread their RDO throughout the current work cycle where applicable.

By agreement between the employee and their manager, and in recognition of varying service demands and climatic conditions, an employee may bank an RDO that generally should be taken in the following pay period.

Provided that, should an employee be directed to work an RDO, they shall be paid in accordance with this Agreement, or by agreement bank an RDO which should be taken in the following pay period.

7.3 Time in Lieu (TIL)

With prior agreement with a Manager or Director, employees may accrue time in lieu leave, which shall be taken as single, or multiple days. All entitlements are to be taken within the accrual period or the following pay period and shall be paid at the ordinary rate of pay.

The balance of any accrued time in lieu leave not taken within the specified period shall be paid at the ordinary rate of pay or by agreement taken at a later time.

For hours worked to logical completion of task or tasks, with agreement between employer and employee, all additional time worked up to 10 hours per day Monday to Friday shall accumulate as time in lieu at ordinary rate.

All other additional hours worked including hours worked in excess of 10 hours on any day Monday to Friday, or hours worked on weekends or public holidays will be taken or paid at overtime rates in accordance with this Agreement.

7.4 Worksite Flexibility/Starting Point – Employees except for Nurses or Kindergarten Teachers

- (a) 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.
- (b) At the direction of the employer, any employee may be required to relocate their place of employment provided that:
 - The relocation is within the boundaries of the municipality; and
 - The relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
- (c) Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedures.

7.5 Hallkeepers - Specific Engagement - Employees Other Than Physical/Community Services Employees Only

- (a) 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).
- (b) The spread of hours during which a Hallkeeper will perform their duties will be the subject of mutual arrangement between the employer and the employee concerned.
- (c) By written agreement between the employer 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.
- (d) Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with (b) and (c), they will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- (e) The provision as to overtime payment appearing in (d) of this clause will not apply where the alteration has been made by Hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.
- (f) Work performed in addition to ordinary hours as provided in (b), (c), (d) and (e) will be paid for at the appropriate overtime rate prescribed by this Agreement.
- (g) Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

7.6 Library Employees - Specific Engagement

- (a) The ordinary hours of duty of employees employed in a municipal library will be as prescribed in clause 7.1, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread

of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this Agreement.

- (b) Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in clause 7.7 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.
- (c) Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2:00pm and 5:00pm and 7:00pm or at other times as agreed between an employee, the employees affected or the ASU.

7.7 Library Rosters - Specific Engagement

- (a) Where employees are required to work their 35 ordinary hours prescribed in clause 7.6 according to a roster, such a roster will be distributed by the employer, at least seven days in advance of the commencing date of that roster, via physical or electronic means.
- (b) Should there be any change made to the rostered hours of any library employee appearing in such roster, they will be advised of the change at least 48 hours in advance of the time at which such change is to be effected. Where that amount of notice has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.
- (c) The provision as to overtime payment appearing in (b) of this clause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.
- (d) 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 consultation and dispute resolution procedures of this Agreement.

7.8 Inspectorial - Specific Engagement

- (a) 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.

- (b) All of the above however titled, will be 38 hours 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 7:00am and 6:30pm. 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.
- (c) Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7:00pm. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with the consultation and dispute resolution procedures.

7.9 Employees, Other Than Physical/Community Services Employees Engaged in Recreation Centres – Specific Engagement

- (a) The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:
 - 76 hours per fortnight 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.
- (b) The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified for that roster for that day.
- (c) Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- (d) 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 employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

7.10 Physical/Community Services Employees Engaged in Sanitary or Garbage Collections or Disposal – Specific Engagement

The hours of duty of an employee engaged in sanitary or garbage collection or disposal, or a street-cleansing service, will be 38 per week and will be performed between midnight and 5:30pm. All time between the starting time and 7:30am will be paid for at the ordinary rate plus 20%.

7.11 Physical/Community Services Employees Only – Special Engagement

Definitions

- (a) Ordinary rate (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by this Agreement plus 25% for special engagement together with the industry allowance where applicable.

- (b) Employee in this part of this clause will mean any of those employees specified in clause 7.12 who are specifically employed under this Special Engagement clause and not under Standard Engagement (clause 7.1).
- (c) Part-time employee in this part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this part of this clause for the ordinary rate of their classification, and they will be entitled to personal/carer's leave and annual leave on a pro-rata basis in accordance with the hours worked in performance of such duties.
- (d) A part-time employee who would have, as a part of their normal working pattern, worked on a public holiday will receive a pro-rata payment for that holiday commensurate with the number of hours normally worked.
- (e) 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 (a) of this clause receives a 25% loading for casual employment (which is in lieu of payment for annual leave, personal/carer's leave and public holidays) for time worked during ordinary hours.

7.12 Ordinary Hours of Duty – Special Engagement

- (a) Notwithstanding the provisions of clause 7.1 (Standard Engagement), the ordinary hours of duty of employees in the following categories of employment may be in accordance with the Special Engagement provisions (clauses 7.11 to 7.14).
 - Assistant Hallkeepers, Baths/Swimming Pool/Recreation Centre Attendants, Caravan Park Attendants, Chauffeurs, Cleaners, 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.
- (b) In the case of a full-time employee, 38 hours per week to be worked not more than eight hours per day in continuous periods (except for a meal-break) on any five consecutive days of the calendar week; or
- (c) In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer; provided that the ordinary hours fixed by any such roster will not exceed 38 in any one-week period, or alternatively 76 in any consecutive two-week period, or alternatively 114 in any consecutive three-week period, or alternatively 152 in any consecutive four-week period. The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified by that roster for that day. Rosters may only be altered on three weeks' notice by the employer or by agreement between the employer and employee.
 - (i) 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.
 - (ii) 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.

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

7.13 Overtime – Special Engagement

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by clause 7.12 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 clause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

7.14 Public holidays – Special Engagement

- (a) 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.
- (b) Notwithstanding anything elsewhere contained in this Agreement, employees on Special Engagement who work on public holidays prescribed in this Agreement as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.
- (c) 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.
- (d) Provided that, where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to an additional day as provided in clause (c) hereof.
- (e) Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day. However, where casual employees receive the 25% loading for casual employment, in lieu of annual leave, personal/carer's leave and public holidays, all duty performed on such public holidays will be paid at ordinary rates.

7.15 Shift Work - Employees Other Than Physical/Community Services Employees Bands 3 to 8

- (a) 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.

(b) Employees working shift work will work in accordance with the following minimum provisions:

- A day shift starting at 7:00am or later no penalty.
- Afternoon shift finishing after 7:00pm 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 ASU.

(c) 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 employer 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.

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

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

(ii) 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.

(e) 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.

(f) An employee employed 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 employer with an acceptable reason as to why such employee is not prepared to work shift work then the matter may be dealt with by the dispute settlement provisions of this Agreement.

7.16 Shift Work - Physical/Community Services Employees Bands 1 to 5

This clause will apply only by agreement between the employer and employees or the Union.

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

- **Afternoon shift** means any shift finishing after 6:00pm 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 8:00am.
- **Rostered shift** means a shift of which the employee concerned has had a least 48 hours' notice.

7.16.1 Hours Continuous Work Shifts

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

(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 14 consecutive days; nor
- 152 in 28 consecutive days.

(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.

7.16.2 Hours other than continuous work

(a) This clause 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 14 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.

(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.

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

7.16.3 Rosters

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

7.16.4 Variation of agreement

- (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.
- (b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the employees representative to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

7.16.5 Afternoon or night shift allowance

- (a) A shift worker whilst on afternoon or night shift will be paid for such shift 15% more than their ordinary rate.
- (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 their ordinary rate.
- (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 them at least 1/3rd of their working time off night shift in each shift cycle,Will during such engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

7.16.6 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.

Council will ensure that a library employee who is rostered predominantly or solely on Saturday morning is not disadvantaged in their pay rates compared to what they would receive if on the *Victorian Local Government Award 2015*, and will do so by comparing at the end of each three month period the amount they earned under the Agreement compared with that which they would have been entitled to under the Award and, in the event there is a shortfall, paying the shortfall to the employee together with an additional 1.5%.

7.16.7 Overtime

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

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

double time thereafter, except in each case when the time is worked;

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

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

7.16.8 Reasonable overtime

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

7.16.9 Sundays and Public Holidays

- (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 52 - public Holidays at the rate of double time.
- (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 52 - Public Holidays.
- (c) Where shifts commence between 11:00pm 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.
- (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.
- (e) The rates prescribed herein will be in addition to the shift premium prescribed, provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

7.17 Shift Provisions - Physical/Community Services Employees Bands 1 to 5

- (a) An employee whose rostered hours of ordinary duty finish between 6:30pm and 8:00am or commence between 6:30pm. and 6:30am will be paid a shift work loading of 2.5% of their classification each rostered period of duty.
- (b) Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5:00am 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.

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

7A. TYPES OF EMPLOYMENT – EMPLOYEES OTHER THAN KINDERGARTEN TEACHERS

7A.1 General

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

- full-time employees; or
- permanent part-time employees; or
- casual employees; or
- temporary employees (except for Nurses).

- (b) 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.

7A.2 Full-time employment – Nurses only

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to this Agreement.

7A.3 Casual employment – Employees except for Nurses

- (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.
- (b) A casual employee will be paid 125% of the hourly rate which a full-time employee would receive.
- (c) A casual employee will not be entitled to any pro-rata annual leave, personal/carer's leave or public holidays.
- (d) 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.
- (e) A casual employee will be paid a minimum of one hours pay for each engagement.

7A.4 Casual employment – Nurses only

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.

7A.5 Part-time employment – Employees except for Nurses

- (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 Agreement.
- (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).
- (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*.
- (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.
- (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.
- (f) No overtime will be worked without the approval of the CEO, 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.
- (g) A part-time employee shall be entitled to pro-rata Annual Leave, Personal/Carer's 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.
- (h) A part-time employee shall be paid for a public holiday(s) falling on a day or days on which they would normally have been required to work. Payment shall be on a pro-rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- (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.
- (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.

Agreed additional hours

- (k) 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.

Additional hours by direction

- (l) 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.

7A.6 Part-time employment – Nurses only

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement may be varied by agreement and recorded in writing.
- (d) The terms will apply on a pro-rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

7A.7 Temporary Employment – Employees except for Nurses

- (a) 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.
- (b) The employer will not dispense with a permanent position for the purpose of creating temporary position(s).

7A.8 Right to request casual conversion – all employees

- (a) Casual employees are to be offered permanent employment if the period of employment is regular, systematic and continuous and exceeds 6 months from the date of appointment.
- (b) A regular casual employee is a casual employee who has in the preceding period of six months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of six months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) The employer will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this paragraph.
- (f) Any request under this clause must be in writing and provided to the employer.
- (g) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

- (h)** Reasonable grounds for refusal include that:
- (i)** it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii)** it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii)** it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv)** it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (i)** For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (j)** Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the Commission if the dispute cannot be resolved at the workplace level.
- (k)** Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
- (i)** the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii)** if it is agreed that the employee will become a part-time employee, the hours to be worked.
- (l)** The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m)** Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n)** A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (o)** Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the employer to require a regular casual employee to so convert.
- (p)** Nothing in this clause requires the employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q)** The employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this clause within the first six months of the employee's first engagement to perform work.

- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (q).

7B. OVERTIME AND WORK PERFORMED ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS

7B.1 Reasonable Overtime

- 7B.1.1** Subject to clause 7B.1.2, the 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.
- 7B.1.2** 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:
- (a) Any risk to employee's health and safety;
 - (b) The employee's personal circumstances including any family responsibilities;
 - (c) The need of the workplace or enterprise;
 - (d) The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (e) Any other relevant matter.

Full-time Employees

The following clauses will apply to all full-time employees unless otherwise stated, but will not apply to Nurses, or Senior Executive Officers, or Kindergarten Teachers, or employees covered by the Special Engagement or Shiftwork provisions of this Agreement, or 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.

7B.2 Overtime - Employees Other Than Physical/Community Services Employees

The provisions of clause 7B.2 apply to all employees other than physical/community services employees, excepting senior executive officers and recreation centre officers, and is to be read in conjunction with clause 7B.8 (On Call (Remote Response) and Stand-by Duty).

- 7B.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, 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 different to those supervised, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.
- 7B.2.2** All time worked on a Saturday will be overtime and will be paid for in accordance with 7B.2.1 of this clause with a minimum payment as for three hours worked.
- 7B.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.
- 7B.2.4** All time worked on a public holiday as prescribed by clause 52 - Public Holidays, will be overtime and, subject to (d) (e) and (f) of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:

- (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.
- (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.

7B.2.5 No overtime will be worked without the approval of the CEO, 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.

7B.2.6 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times will be released after the completion of such overtime until they have had 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

- (a) An employee, other than an engineer, who is recalled to work overtime after leaving their place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 7B.8.1 or 7B.8.2, in which case they shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.
- (b) Provided that where an employee is recalled to work in accordance with clause 7B.8.1 or 7B.8.2, and such work does not exceed three hours then such employee will be released after the completion of such overtime until they have had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If such employee is instructed to resume or to continue work without having had such 10 consecutive hours or eight consecutive hours off duty as the case may be, they will be paid at double ordinary rates until released from duty for such period and they will then be entitled to be absent until they have had 10 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.

7B.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 employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave.

7B.2.8 An employee who is required by management to attend an employer meeting and, who finishes duty later than midnight will be released from all further duty on the following morning and until their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty. Subject to 7B.2.7, such an employee will be paid overtime for such duty in accordance with 7B.2.1 to 7B.2.4 of this clause. Clause 7B.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.

7B.2.9 Employees Engaged at Recreation Centres

- (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.
- (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.
- (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.

(d) Time off in lieu

Provided that the employer 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.

7B.3 Overtime – Physical/Community Services Employees

The provisions of clause 7B.3 apply to all Physical/Community Services Employees.

7B.3.1 Except as otherwise provided by clause 7B.8.2 (Stand-by Duty)

- (a)** All work performed in excess of or outside the employee's ordinary hours of duty as prescribed by this Agreement will be payable at the rate of:
 - 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.
 - Subject to 7B.3.4(b) of this clause, double time after Saturday noon:
 - Double time all day Sunday.
- (b)** In computing overtime each day's work will stand alone.
- (c)** Penalty rates as defined by this clause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by clause 7.1 - Hours of work – Standard Engagement, and for work performed outside this spread.

7B.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.

7B.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.

- (a)** An employee (other than a casual or part-time employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times will, subject to this clause, be

- released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- (b)** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, they will be paid at double the ordinary rate until they are released from duty for such period, and they will then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c)** Where an employee is recalled to work in accordance with 7B.3.4 of this clause and such work does not exceed three hours, 7B.3.3, 7B.3.3(a) and 7B.3.3(b) above, will not apply.

7B.3.4 An employee called out to work overtime after leaving their place of employment on any day Monday to Friday (whether notified before or after leaving such place of employment) will be paid for a minimum of three hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time they are so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

- (a)** An employee called out to work at any time on a Saturday will be paid as for a minimum of three hours' work for each time they are so called out. Payment will be made on the following bases:
 - (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.
 - (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.
- (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 52 - Public Holidays for the first call-out and for the actual time worked at each subsequent call-out.
- (c)** Provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job they were called out to perform is completed within a shorter period.
- (d)** This clause will not apply in cases:
 - Where it is customary for the employee to return to their place of employment on any day to perform a specific job outside their ordinary working hours, or

- When the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working hours;

(i) And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in 7B.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.

(e) Employees on weekly stand-by in accordance with clause 7B.8.2 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.

(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.

7B.3.5 All time outside the ordinary hours of duty that the employee is in attendance or waiting for the purposes of the employer, elsewhere than at their home, will be deemed to be overtime for which the employee will be entitled to be paid.

Provided that this clause will not be construed so as to include those employees who are required to live-in at an establishment other than their permanent home.

7B.3.6 Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer will provide them with a conveyance to their home, or pay them at their current rate of wage for the time reasonably occupied in reaching their home.

7B.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.

7B.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.

7B.3.9 Rest periods and meal allowances on overtime.

(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.

(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.

(ii) A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the

same locality as their place of employment and can reasonably be expected to return home for meals.

- (iii) An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that they will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.
- (iv) An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that they will be required to work or on recall to duty, 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.
- (v) 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.

7B.4 Overtime - Casual and Permanent Part-Time Employees

This clause applies to all casual and permanent part-time employees, except for Nurses or Kindergarten Teachers:

- 7B.4.1** 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 7.1 Hours of work – Standard Engagement and for work performed outside this spread.
- 7B.4.2** 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.
- 7B.4.3** Where a casual employee works outside the normal spread of hours as specified in clause 7.1 Hours of work – Standard Engagement, the hourly rate (exclusive of the casual loading if paid) will be increased by the appropriate overtime penalty.

7B.5 Overtime - Senior Executive Officers

Specific conditions overtime and meetings

- 7B.5.1** The provisions of the overtime clause of this Agreement will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:
- 7B.5.2** Where directed or required by the employer or its Mayor as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for them in accordance with the hours of duty in clause 7.1 Hours of work – Standard Engagement, other than attending meetings of the employer, or of an employer committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing their annual salary to an hourly rate.
- 7B.5.3** By agreement between the officer and the employer, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed below. At the employer's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.

7B.5.4 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.

7B.5.5 Any such employee who attends, as required, an employer meeting and/or employer committee meeting outside their ordinary hours of duty will, if they finished duty later than midnight, be then released from all further duty on the following morning and until their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

7B.6 Overtime – Child Care Workers

7B.6.1 Subject to 7B.6.3, all work performed in excess of or outside the ordinary working hours prescribed by clause 7 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.

7B.6.2 Rest period before recommencing work

- (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 16 hours in any period of 24 consecutive hours.
- (b) Subject to the exception referred to in 7B.6.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work they will, subject to this clause, be released until they have had eight consecutive hours off duty without loss of pay for their ordinary working time occurring during such absence.
- (c) If on the instructions of their employer, such an employee resumes or continues work without having had such eight consecutive hours off duty they will be paid at the rate of double time until they will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for their ordinary working time occurring during such absence.

7B.6.3 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.

7B.6.4 Transport of employees

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

7B.6.5 Reasonable overtime

Reasonable overtime will be in accordance with clause 7B.1.

Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, employee/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:

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

7B.7 Overtime – Nurses

Overtime and penalty rates for Nurses are set out in Appendix 1.

7B.8 On Call (Remote Response) and Stand-by Duty

7B.8.1 On Call (Remote Response) Duty - Employees Other Than Physical/Community Services Employees

- (a) An employee required by Council to remotely respond to out of hours work, will be entitled to a weekly allowance in accordance with clause 12. Such employees will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.
- (b) An employee who is in receipt of an on call allowance and available to immediately:
 - respond to phone calls or messages;
 - provide advice ('phone fixes');
 - arrange call out/rosters of other employees; and
 - remotely monitor and/or address issues by remote telephone and/or computer access,
- (c) will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.
- (d) An employee in receipt of a Stand-by allowance is not entitled to the On call (Remote Response Allowance).

7B.8.2 Stand-by Duty – Physical/Community Services Employees

- (a) Stand-by duty applies to designated Physical/Community Services Employees covered by Bands 1 to 5 of this Agreement, and provides that where an employee is required to stand-by at home for seven consecutive days or not less than five days in any pay period for the purposes of their employer, they will be paid an allowance equivalent to 16 hours of ordinary pay per week. Provided that stand-by at home will mean that the employee will not go where they cannot be contacted by telephone so that they can be in a position to take up duty within 15 minutes.
- (b) Where an employee, by agreement with the employer, deputises for the employee on stand-by 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 |
- (c) Provided that where employees are engaged under the special engagement and shift work provisions of clause 7.1 Hours of work – Standard Engagement, the method of pro-rata payment of the allowance will be as follows:
- | | |
|--|-------------------|
| The five 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 |
- (d) Where an employee deputises, the 16 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.
- (e) Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.
- (f) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 26C - Classification and minimum rates of pay includes a stand-by allowance.

7B.9 Rest Interval – 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 20 minutes per day to be taken during the first part of their working day. Provided that by agreement between the employer and employee or employees, the break may be taken at another time or other times, but in not more than two separate periods.

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

8. SUPERANNUATION

Except where otherwise provided for in this Agreement, all Council superannuation contributions will be made by Council to the superannuation fund chosen by each employee. Payments will be made in accordance with the *Superannuation Guarantee Charge Act 1992*, the *Superannuation*

Guarantee (Administration) Act 1992 and its regulations (SGAR). The amount paid is subject to the prevailing superannuation guarantee charge in force at that time.

In the event that the employee does not nominate a preferred superannuation fund, Council will make all contributions to the local authority's superannuation fund, known as Vision Super or in the case of nurses HESTA or Health Super, as the default fund.

8.1 Superannuation while on Parental Leave

Consistent with clause 8, employer superannuation contributions will be made to eligible employees for the full period up to 12 months that they are on approved Parental Leave (includes paid and unpaid parental leave). The earnings upon which the superannuation is calculated is based on the employee's ordinary pay rate that applied at the date the leave commenced.

8.2 Superannuation while on Workcover

Consistent with clause 8, employer superannuation contributions will be made to eligible employees for a period of up to 52 weeks that they are on workcover. The earnings upon which the superannuation is calculated is based on the employee's workcover amount at the time.

9. SUPERANNUATION SOFT COMPULSION

Subject to clause 8, from the commencement of this Agreement, Council will contribute an additional 0.5% per year of each employee's superable salary to the superannuation fund into which the employee's superannuation guarantee contributions are made. The superannuation deduction will increase by 0.5% per year of each employees' superable salary until or unless the additional superannuation contributions under this clause reach 3% of the Employee's salary.

In relation to the arrangement set out in this clause, employees may;

- (a) Opt out of this arrangement once yearly aligned with the Agreement increase schedule;
- (b) Vary the percentage of additional salary contributed;
- (c) Elect to contribute a fixed dollar amount from their after-tax salary;
- (d) Enter into a written agreement with Council to make the additional contribution as a pre-tax contribution.

This clause will apply to employees that are:

- (e) Permanent full-time;
- (f) Permanent part-time working a time fraction of 0.5 EFT or greater (based on the average of the 12 months prior to the date of the Agreement salary increase)
- (g) Not defined benefits members.

Employees not covered by clause 9 can choose to participate in this arrangement once yearly aligned with the Agreement salary increase schedule.

10. SALARY PACKAGING

Salary sacrifice arrangements will be made available to employees providing these arrangements are at no cost to the Council. Any packaging arrangement must be within appropriate legal and administrative guidelines and will be amended to reflect any changes, which impact on these arrangements. Council reserves the right to impose an administration fee for arrangements that create an unreasonable administrative burden on the organisation.

Items that can be salary sacrificed include:

- Superannuation – employee contributions
- Novated leases for personal vehicles

11. SALARY INCREASES

Subject to the successful and ongoing implementation of the provisions of this Agreement, the following salary increases will come into effect:

- First Increase: Payable for the first full pay period on or after 1 July 2025 – 3.0% or \$40, whichever is greater
- Second Increase: Payable for the first full pay period on or after 1 July 2026 – 3.0% or \$40, whichever is greater
- Third Increase: Payable for the first full pay period on or after 1 July 2027 – 3.0% or \$40, whichever is greater

A \$500.00 cost of living payment will be made to all staff (pro-rata) within the first three months of the Agreement coming into effect. This will be paid in a separate pay run to the employee's fortnightly wage.

The salary increases detailed will not apply to Senior Officers (as defined) appointed for a fixed term contract.

11A. PAYMENT OF WAGES

- (a) Wages will be paid fortnightly unless otherwise mutually agreed.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee on the date of termination of employment or as soon thereafter as possible.

12. ALLOWANCES

12.1 Allowances

The percentage increases as detailed in clause 11 will apply to all allowances except kilometre reimbursement rates. Weekly allowance rates are as follows:

Allowance	July 2025	July 2026	July 2027
Industry	\$ 32.83	\$ 33.81	\$ 34.83
General Depot (inclusive of industry, maintenance and dead animal)	\$ 88.39	\$ 91.05	\$ 93.78
On-call (remote response)	\$ 313.66	\$ 323.07	\$ 332.76
Sleepover	\$ 136.22	\$ 140.30	\$ 144.51

All previous EFT and laundry allowances are absorbed as part of the hourly rate.

12.2 Kilometre reimbursement rates

For employees who are authorised to use their own vehicle for work purposes, will be as follows:

Vehicle type	Rate
All vehicles, no matter what size or number of cylinders	Equivalent to the modern award rate
Motorcycles 250cc and over	48.01 cents per kilometre
Motorcycles under 250cc	36.10 cents per kilometre
Bicycle	11.91 cents per kilometre

12.3 Employees other than Physical/Community Services Employees Bands 3 to 8

The following is the general level of allowances payable, listed opposite the clauses referred to elsewhere in this Agreement.

Allowance	Clause no	Amount
Bookmobile and housebound disability	12.4(a)	\$ 5.96
First meal	12.5	\$17.03
Subsequent meal	12.5	\$10.62

12.4 Library Allowances

(a) Bookmobile and housebound disability allowance

A Library employee will be entitled to an allowance for each day or part of a day on which they are required to operate a bookmobile or a housebound service as shown in clause 12.3. 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 Agreement.

(b) Driving licence allowance

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

(c) Excess travelling time and fares

- (i) Where an employee employed in a regional library service is instructed to commence work and/or to cease work at a place of duty which is not their usual place of duty, then:
 - The employee will be paid at ordinary time rates for the time spent in travelling between home and the temporary place of work each day to the extent that the time exceeds the time they usually spend in getting to work and returning home; and
 - The employee will receive the excess of any costs incurred by them in so travelling between home and the temporary place of work over the costs incurred in travelling between home and the usual place of work.

12.5 Meal Allowance

- (a) This clause will apply to Employees other than Physical/Community Services Employees.

- (b)** Where a meal allowance is payable under this clause, it will be that amount shown in 12.3 above, opposite the levels set out below, except where an employee has been advised the day before that they will be required to work overtime, then such employee will, subject to further provisions of this clause, not be entitled for the subsequent meal allowance amount shown in 12.3 above.
- (c)** An employee who is:
- (i)** required to work overtime which is continuous with their normal working hours and which extends until after 6:30pm will be granted a meal break at 6:30pm and paid a meal allowance in accordance with clause 12.3.
 - (ii)** recalled to work overtime after leaving their place of employment and:
 - is required to commence overtime before they have had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two hours work and paid a first meal allowance in accordance with clause 12.3; or
 - is not required to commence overtime until after they have had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four hours such employee will be granted a meal break after four hours work and paid a subsequent meal allowance in accordance with clause 12.3;
- (d)** An employee who is 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.
- (e)** An employee who is required to work in excess of the provisions of 12.5(c)(i), (c)(ii) and (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;
- (f)** Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.
- (g)** Notwithstanding the provision of 12.5(c) and 12.5(f) hereof:
- meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;
 - 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 12.5(h) hereof apply.
- (h)** The provisions of this clause will not apply when the employee can return to their place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.
- (i)** For the purposes of this clause, recognised meal times are between noon and 2:00pm and between 5:00pm and 7:00pm.

12.6 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 12.5 where:

- (a) The officer works overtime in excess of one and a half hours which is continuous with their ordinary hours; or
- (b) The officer works five hours or more on a day which is not an ordinary working day; and
- (c) In both cases such overtime extends until after a recognised meal break.
- (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.
- (e) The provisions of this clause will not apply when the employee concerned can return to their place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

12.7 Meal Allowance – Child Care Workers

- (a) An employee will be supplied with an adequate meal where the employer has their own cooking and dining facilities or be paid meal allowance in addition to any overtime payment as follows:
 - (i) Where required to work after the usual finishing hour of work beyond one hour \$17.03. Provided that where such overtime work exceeds four hours a further meal allowance of \$10.62 will be paid.
 - (ii) Where required to work more than five hours overtime on a Saturday or a Sunday \$17.03 and a further \$10.62 when required to work more than nine hours on such day.
 - (iii) These foregoing provisions will not apply when an employee could reasonably return home for a meal within the period allowed.
 - (iv) On request meal allowance will be paid on the same day as overtime is worked.

12.7A Meal Allowances – Nurses

- (a) An employee will be supplied with an adequate meal where the employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.27 in addition to any overtime payment as follows:
 - (i) when required to work overtime beyond one hour after the usual finishing hour of work.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.96 will be paid.
- (b) Clause (a) above will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

12.8 Expenses Accommodation, Out of Pocket and Vehicle

- (a) Where an employee is required to travel on duty involving overnight accommodation, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging.
- (b) All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the employer's behalf will be paid by the employer. All claims for such expenses will be rendered fortnightly and such claims will give particulars of travelling done and expenses

incurred in the discharge of official duties. The employer may in connection with any particular claim require that such claim will be supported by statutory declaration.

- (c) Where an employee provides their own mode of conveyance, by arrangement with the employer they will be reimbursed in accordance with clause 12.2.

12.9 Additional to Wages – Physical Services/Community Services Employees Bands 1 to 5 Only

Note: This clause applies only to relevant employees who are not in receipt of the General Depot Allowance under clause 12.1. Refer also Appendix 3 clause 5.

(a) Employee-in-charge

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

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

- Set out work; or
- See that work is carried out, they will be paid:
 - (i) If in charge of two to six employees \$14.09 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);
 - (ii) If in charge of seven to fifteen employees \$23.90 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);
 - (iii) If in charge of over fifteen employees \$31.63 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradespersons);
 - (iv) Provided that any employee-in-charge who is required to perform work with their crew will be paid the wage rate prescribed for their classification (if it is the higher) plus the extra rate herein prescribed.

- (b) Driver (motor), garbage service \$13.19 per week in addition to the appropriate truck drivers rate.

- (c) Driver (motor), sanitary service \$20.15 per week in addition to the appropriate truck drivers rate.

- (d) 'Maintenance Allowance' - Employees engaged as the driver operator of a sludge/auto-eductor, mechanical-street sweeper and road-cleansing machine, 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 \$28.19 per week.

- (e) 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.

- (f) Provided that employees who currently receive a weekly allowance will not be reduced to a daily allowance.

12.10 Industry Allowance – Physical Services/Community Services Employees Bands 1 to 5 only

Note: This clause applies only to relevant employees who are not in receipt of the General Depot Allowance under clause 12.1. Refer also Appendix 3 clause 5.

In addition to the rates prescribed in clause 26C - Classification and minimum rates of pay, 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 the industry allowance prescribed by this clause will not apply to the employees in the following categories of employment:

- Assistant Hallkeeper;
- Baths/Swimming Pool/Recreation Centre Attendant Chlorinating or Non Chlorinating;
- (where grounds maintenance is part of the full-time duties the allowance will be paid)
- Cleaner;
- Home Carer;
- Public Convenience Attendant;
- Chauffeur;
- Meter Reader;
- Weighbridge Attendant;
- Storeperson (where the Storeperson as part of their full-time duties is required regularly to perform those duties in the open and incurs any of abovementioned disabilities the allowance will be payable);
- Guard/Gatekeeper (where patrol work is part of the full-time duties the allowance will be paid);
- Caravan Park Attendant (where grounds maintenance is part of the full-time duties the allowance will be paid);
- Kitchen Assistant;
- Meter Repairer and/or Installer;
- Meter Tester;

- Filtration Plant Operator and Assistant Filtration Plant Operator (where a Filtration Plant Operator as part of their full-time duties is required regularly to perform those duties in the open and incurs any of the abovementioned disabilities the allowance will be payable);
- Cook (non-trades);
- Gravedigger;
- Cook (Tradesperson);
- Sexton;
- Blacksmith;
- Carpenter.

12.11 Wet pay – Physical Services/Community Services Employees Bands 1 to 5 Only

- (a) If an employee is required to work in a wet place or in heavy rain they will be provided with gum boots or waterproof leggings (or both where appropriate), waterproof coat and suitable head covering where necessary so as to protect them from getting wet.
- (b) If they are not so provided so as to protect them from getting wet, they will be paid \$4.28 extra for the day whatever amount of work may be done by them on that day.
- (c) A wet place will be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate a substantial portion of the clothing of the employee if unprotected, and/or when the water in the place where the employee is standing is over 5 cm deep or under such circumstances wherein their boots become saturated.
- (d) Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of their clothes become saturated.
- (e) All clothing and gum boots used will be disinfected prior to transfer to another employee.
- (f) All clothing supplied by the employer remains the property of the employer.
- (g) 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.

12.12 Handling infected materials – Physical Services/Community Services Employees Bands 1 to 5 Only

- (a) If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, they will be paid \$8.70 per day for each part of the day whilst so employed in addition to the amount otherwise payable for their ordinary work.
- (b) An employer will, at their own expense, provide the employee with proper disinfectants or acids.
- (c) If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by order of an authority, they will be paid the value of the clothes spoiled or destroyed.

12.13 Hot places – Physical Services/Community Services Employees Bands 1 to 5 Only

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 47 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius they will be paid 57 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.

12.14 Seasonal Watering Allowance – Physical Services/Community Services Employees Bands 1 to 5 Only

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 \$34.55 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 7B - Overtime and work performed on Saturdays, Sundays and Public Holidays of this Agreement will prevail.

12.15 Protective clothing – Physical Services/Community Services Employees Bands 1 to 5 Only

(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;
- 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 \$2.13 cents per day above any prescribed wage fixed for the class of work they may be engaged upon at the time.

(b) Each homecarer, cook-(trades), cook, (non-trades) and kitchen assistant who has not been supplied by the employer with two uniforms which will be laundered as necessary free of charge to the employee, the employee will be paid an allowance at the rate of 71 cents per day, irrespective of the number of hours worked during that particular day.

12.16 First Aid Allowance – Physical Services/Community Services Employees Bands 1 to 5 Only

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 \$1.87 if they are appointed by the employer to perform first aid duty.

12.17 Meal Allowance – Physical Services/Community Services Employees Bands 1 to 5 Only

When an employee is entitled to a rest period associated with overtime the employer will pay a meal allowance for the second and subsequent meals – as specified in clause 12.3.

12.18 Transport Allowance – Physical Services/Community Services Employees Bands 1 to 5 Only

(a) Where by mutual agreement between that employee and the employer the employee provides their own vehicle that employee will be paid an allowance in accordance with clause 12.2.

- (b) An employee will not be required to carry fuel, material, other employees or tools (other than used by the owner-driver in the performance of their duties) in any motor car provided by such employee and used as their own mode of conveyance, nor will they be required to draw a trailer behind such motor car.
- (c) Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of their duties) in any motor car provided by such employee and used as their own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.98 cents per kilometre.
- (d) Where an employee is instructed to commence work and/or to cease work at a place which is not their usual starting point and such employee incurs additional costs then such employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employee's home and usual starting point.

12.19 Uniforms/Protective Clothing – Employees Other Than Physical/Community Services Employees Only

Where uniforms and protective clothing are not issued by the employer 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 of this Agreement. Uniforms and protective clothing provided by the employer remain the property of the employer and will be returned by the employee upon request on termination.

12.20 Uniforms/Protective Clothing – Child Care Workers Only

- (a) Where no uniform is supplied by the employer an allowance at the rate of \$8.15 per week or \$1.62 cents per day will be paid to an employee in lieu of providing a uniform and the maintenance and cleaning of such clothing.
- (b) The employer will provide all necessary protective clothing.

12.21 Uniform Allowance

Council will review the Uniform Policy within six months of this Enterprise Agreement coming into effect. The uniform allocation will not be less than current policy.

13. ANNUAL SHUT DOWN

The closure of the organisation between Christmas and the New Year without employees having to use their annual leave (up to a maximum of three days) will continue under this Agreement. This clause will not apply to Early Childhood Teachers (Kindergarten teachers).

14. CONSULTATION

The parties to this Agreement are committed to cooperating positively to increase the efficiency, productivity and competitiveness of the Victorian Local Government industry and to enhance the training, career opportunities and job security of employees.

The employer shall establish a Consultative Committee and adopt procedures appropriate to the size, structure and needs of the workplace. Issues raised by the employer, employees or unions for consideration shall be processed through the Committee.

The Consultative Committee shall comprise equal numbers of persons representing management and the respondent union/s who are parties to the Agreement. The role of the Consultative Committee shall include but not be limited to:

- Address any issues relating to the Agreement raised by employees;
- Monitoring the implementation of the Agreement;
- Monitoring the use of casual, fixed term and agency hire staff;
- Maintain an overview of training within the organisation; and
- Review employee related policies on a needs basis;
- Consider and review outcomes of any employee related surveys conducted by Council.

To support this objective, Council is committed to maintaining and improving the Consultative Committee, comprising of members from management and at least an equal number of employees.

The Consultative Committee, in conjunction with individual business units where effected, will advise on the implementation of the Agreement and other relevant matters. The Committee is committed to cooperatively and positively increase efficiency, productivity and competitiveness of the organisation and to enhance training, career opportunities and job security of employees within the organisation.

15. TRAINING AND DEVELOPMENT

Council is committed to providing all its employees with a range of training opportunities. Training requirements will generally be identified through the Employee Development Scheme process and will be selected to provide job-related professional development.

Training will be provided to:

- Successfully implement the principles contained in this Agreement.
- Work towards establishing and maintaining a flexible, multi-skilled workforce which is able to adapt to industry changes and customer needs.
- Continue to develop their skills and competencies.
- Enhance opportunities to pursue identified career paths and employment.

16. EMPLOYEE DEVELOPMENT AND ANNUAL REVIEW

- (a) The parties are committed to continuing a positive Employee Development Scheme (EDS) to ensure all full-time and part-time employees are provided with timely feedback on performance, to identify training needs and to set career and job objectives.

The EDS will be completed annually for each employee.

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

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

- (i) a review of the employee's performance
- (ii) a review level within a Band or classification level; and
- (iii) the Band or classification level having regard to the classification definitions

- (b) Progression of an employee from one level to the next within a Band or classification will not be automatic but, subject to this clause, will be dependent upon the achievement of all of the following:
- (i) the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as is determined in accordance with any EDS;
 - (ii) the meeting of established performance objectives as determined in accordance with any EDS; and
 - (iii) satisfactory service over the preceding 12 months.

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

- The employee is notified in writing as to the reasons for the deferral;
- The employee has, in the 12 months leading to the appraisal, been provided with training, coaching or direction 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.

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 above, any increase in wage rates will be back paid to the 12 month anniversary date of the previous incremental progression.

16.1 Child Care Workers Only

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

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

17. OCCUPATIONAL HEALTH AND SAFETY

Council complies with Occupational Health and Safety legislation and is committed to providing a safe and healthy work environment free from bullying, discrimination, harassment and other occupational hazards for all its employees. It is recognised that it is the responsibility of management and employees to work cooperatively to ensure ongoing and active prevention of injury and illness in the workplace in accordance with Council policies and procedures. Accordingly, the parties will work towards:

- (a) Taking all necessary and practical steps to provide and maintain a healthy and safe working environment;
- (b) An agreed process of consultation with employees and occupational health and safety representatives in the workplace, and selecting plant, equipment and substances with the aim of eliminating or reducing hazards at the workplace;
- (c) The ongoing delivery of occupational health and safety training programs aimed at maximising employee input in the identification, assessment and control of hazards;
- (d) Protection from hazardous smoke, excessive heat, inclement weather and poor air quality;

- (e) Recognising the importance of mental health on employee wellbeing and performance and providing reasonable and practicable programs to support;
- (f) Ensuring the workplace is safe and without risk to the health and wellbeing of members due to gendered violence and harassment;
- (g) Protecting employees from occupational violence and aggression including risk assessments to identify threats from the public and appropriate control measures; and
- (h) An effective rehabilitation of injured workers and an early return to work program.

The parties to this agreement will develop a working in heat policy within six months from the date the agreement becomes operational.

18. COMMITMENT TO REHABILITATION

Council understands the principles that support occupational rehabilitation for employees and the benefits to recovery that a prompt and structured return to work can have for Council and the injured employee. Council is committed to:

- Ensuring that a return to work as soon as possible after injury is a normal practice and expectation.
- Ensuring that occupational rehabilitation by approved rehabilitation providers is provided for injured employees is commenced as soon as possible, in a manner consistent with medical judgement
- Developing a Return To Work (RTW) plan as soon as practicable after receiving advice that an employee has been injured at work and will be away from work for 20 or more days.
- Assisting injured employees to return to available duties/employment where possible.
- Consulting with employees and where applicable, their representatives, to ensure that the rehabilitation of any injured employee is effective.

Council's RTW Coordinator

Council's RTW Coordinator is responsible for maintaining the efficient operation of these policies and procedures and coordination and development of individual rehabilitation plans in conjunction with each employee as the need arises.

Council's Procedures for the Rehabilitation of Injured Workers:

When An Injury Occurs:

When a work related injury or illness is reported, the relevant supervisor is responsible for ensuring that the injured person gets necessary first aid and if required gets to their doctor as soon as possible. The cause of accident/incident will be investigated by the Occupational Health & Safety Officer or their representative and all practicable steps undertaken to minimise recurrence.

Follow Up After Injury:

After medical care has been resolved, Council's RTW Coordinator seeks advice about how the workplace can assist the injured worker and to determine what arrangements are necessary for returning to work, according to the worker's needs.

Involving a Rehabilitation Provider:

Where the injured or ill employee is likely to be off work for more than five working days, the RTW Coordinator will seek approved occupational rehabilitation care by calling one of the following:

- Council's accredited rehabilitation provider; or

- WorkSafe Victoria Advisory Service on 1800 136 089

Finding Suitable Duties:

When and if the injured/ill employee is, according to medical advice, well enough to return to work on suitable duties, the RTW Coordinator agrees to discuss with an approved rehabilitation provider, whether duties could be found at their normal workplace and if not what other options are available. Suitable duties may mean a change in job hours, duties or Work Unit. Where retraining is necessary it will be provided. That a structured RTW program developed jointly by the RTW Coordinator, rehab provider and relevant Work Unit Managers will be provided to both Work Unit Managers and the injured/ill employee.

If suitable alternative duties are not available within the employees own Work Unit but are available in another Work Unit, then the injured/ill employee may be reassigned to that Work Unit. All costs incurred in any RTW program shall be met by the injured/ill employees own Work Unit. No Work Unit Leader/Manager shall unreasonably refuse to participate or assist in any employee's RTW program.

Consultation:

Council agrees to consult with employees and where applicable, their representatives, prior to any arrangement for the return of an injured employee on suitable duties and on the general conduct of rehabilitation activities. The RTW Coordinator will discuss any aspect of these whenever necessary and after due consultation with employees.

Dispute:

The rehabilitation program is one of cooperation. Any dispute that may arise will hopefully be resolved in open discussion between the principal parties and/or their representatives. If resolution of a dispute is not possible, the matter may be referred to the Conciliation Officer, Victorian WorkCover Authority.

19. EQUAL EMPLOYMENT OPPORTUNITY

The Council aims to achieve and maintain a non-discriminatory and harassment-free workplace and to provide equity of access to training and development in regard to all relevant legislation. Specific procedures and policies will continue to be developed and refined to meet these objectives.

20. GENDER EQUALITY

Council is committed to the implementation of the *Gender Equality Act 2020* and is committed to a workforce that promotes gender equality. It is the responsibility of all management and employees to promote gender equality, making lasting and genuine progress. Accordingly, Council will, in conjunction with the Staff Consultative Committee, work towards:

- (a) Taking all necessary and proportionate action to promote gender equality and meet the objectives of the *Gender Equality Act 2020*;
- (b) Conducting Gender Impact Assessments on all policy, program and services that have a direct or significant impact on the community; and
- (c) Implementing the Gender Equality Action Plan.

21. REDEPLOYMENT/RETRAINING/REDUNDANCY PROVISIONS

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.

The Council shall make every effort to identify redeployment opportunities including appropriate training where required for the employees concerned.

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.

Any employee who is redeployed to a position which has a lower rate of pay shall have their rate of pay immediately prior to their redeployment maintained for up to 48 weeks (based on the formula of two weeks for every completed year of continuous service).

Employees are encouraged to apply for any vacant positions within the Council for which they believe they have the required skills. The standard Council recruitment procedures will apply.

Where an employee accepts an offer of redeployment, the option of retrenchment will remain open for a period of eight weeks from the date of appointment but all wages or salary and other benefits paid to the employee during the period up to when the employee opts for retrenchment will be deducted from the retrenchment “package” to be paid to the employee.

During this period, up to six weeks after the employee has taken a position of redeployment, the Council may also decide to retrench the employee if they are unsuitable for the position. In such cases, the full redundancy entitlements will be paid to the employee.

Any dispute arising from this clause will be dealt with as per the dispute settling procedures contained in this Agreement.

21.1 Redundancy

The following conditions will apply to permanent employees of the Council and whose positions are made redundant.

Payment in lieu of notice based on the normal all purpose rate of pay, as follows:

Period of Continuous Service	Period of Notice
1 year or less	1 Week
Up to the completion of 3 years	2 Weeks
3 year and up to the completion of 5 years	3 Weeks
5 years	4 Weeks
10 years and over	5 Weeks

Employees aged 45 years and over will receive one additional weeks payment

Severance payment of two weeks pay for each completed year of continuous service calculated on the normal all purpose rate of pay, to a maximum of 48 weeks pay.

Redundancy lump sum of \$6,000 will be paid for full-time employees (pro-rata for part-time employees).

Payment for the loss of motor vehicle usage as follows:

- 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 clause 21.1.
- Where a motor vehicle is provided in circumstances other than those specified in the paragraph above, the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the following amounts by 52; and adding that payment to an employee’s weekly rate of pay for the purposes of determining the payment to be made pursuant to the severance payment referred to above.

- \$8,000 for full private use
- \$2,400 for commuter use

22. TERMINATION OF EMPLOYMENT

22.1 Requirement for notice of termination or payment in lieu

The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given) or paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice, and includes allowances, loadings and penalties that would have been payable, and any other amounts payable under the employee's contract of employment.

Minimum period of notice:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period is increased by one week if the employee is over 45 years old and has completed at least two years of continuous service with the employer at the end of the day the notice is given.

The requirements under this clause do not apply to any of the following employees:

- (a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season; or
- (b) an employee whose employment is terminated because of serious misconduct; or
- (c) a casual employee; or
- (d) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

22.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the employer (see 'minimum period of notice' table listed above) except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount that would be able to be withheld under the NES.

22.3 Job search entitlement

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

22.4 Abandonment of employment

- (a) An employee (other than a Nurse or Kindergarten Teacher) who has been absent for a period of ten working days, without the consent of the employer, and during such time has not

established to the satisfaction of the employer that they were absent for reasonable cause, they will be deemed to have abandoned their employment without notice. The employer will make a reasonable effort to contact the employee before the contract is terminated under this clause.

- (b) Termination in such circumstances will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

Notwithstanding the above, notice of termination in accordance with the NES will apply.

23. 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 procedure.

If a dispute arises about this Agreement, the NES or any other work-related matter (including a dispute about whether a workplace right has been breached) the parties to this dispute will attempt to resolve the dispute at the workplace level.

A Union representative appointed by an employee, who is also an employee of the company, shall have reasonable access to resources (including photocopier, telephone, email and notice board) to perform their role.

A Union representative appointed by an employee, who is also an employee of the company, shall be released to perform their role on paid time.

Where a dispute occurs (whether any such dispute or claim arises out of the operation of this Agreement or not) regarding the wages and conditions of employment of any employee covered by this Agreement the following procedural steps shall apply:

- (a) Any dispute shall, in the first instance, be discussed between the employee(s) concerned, their representative if requested, and the immediate line manager. The line manager or supervisor must make a genuine attempt to resolve the matter speedily.
- (b) If the matter cannot be resolved, it will be referred to the appropriate line manager who will attempt to resolve the matter speedily. The line manager shall consult with a representative appointed by the employee when endeavouring to resolve the matter.
- (c) 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.
- (d) If the matter cannot be resolved, it 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 prior agreement by the parties or should the matter still be unresolved either party shall be entitled to refer it to the Commission for conciliation and, if necessary, arbitration. The parties shall not raise any jurisdictional matters pertaining to the Commission's powers to settle any dispute via arbitration. All parties will abide by any decision resulting from a matter being referred to the Commission.
- (e) If arbitration is necessary, the parties agree that the Commission shall exercise all powers as are necessary to make the arbitration effective.

Should any party so wish, all or any of the steps a,b,c,d or e above, may be bypassed in the interests of a speedy resolution of the matter.

To ensure that all disputes between the parties are settled quickly, the total process time between steps (a) and (e) should not exceed seven working days. However, if more time is required, the parties may mutually agree to extend the time.

While these procedures are being followed, both parties agree that on a ‘without prejudice’ basis there will be no change to existing work or management practices or procedures, so that the status quo is maintained.

During the entire period of the dispute, from the time when the matter first arises until the time of its resolution (at whatever stage the resolution occurs) normal work shall continue, unless the performance of normal work would place at risk the health and safety of the employee(s) concerned.

If a dispute arises due to a change in work practices, then for the duration of the resolution procedure, the employees will revert to work practices in place prior to the dispute arising and the Union will not undertake any industrial action in relation to the dispute.

Any grievance or dispute concerning the classification of an employee shall be dealt with in accordance with the disputes procedure in this Agreement.

24. INTRODUCTION OF CHANGE

Where Council is considering major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, those employees and their representatives will be consulted at the earliest possible stage.

24.1 Employer to Notify

Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the Union, employees who may be affected by the proposed changes and their representatives.

Significant effects include termination of employment, major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs; changes to the legal or operational structure of the employer or business; changes in technology; outsourcing; change to employees’ regular roster or ordinary hours of work.

24.2 Employer to discuss change

The employer must discuss with the Union and relevant employees affected and their representatives, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes. The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in this clause.

For the purpose of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees. As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.

The employer must act in good faith in relation to the consultation process provided in this clause. In this clause 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

24.3 Change to Regular Roster or Ordinary Hours of Work

The following applies if the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees. Relevant employees means the employees who may be affected by the proposed change.

The employer shall notify the relevant employees, and the employees' nominated representative(s), of the proposed change.

As soon as practicable after proposing to introduce the change, the employer shall discuss with the relevant employees the introduction of the change and, for the purposes of the discussion, provide to the relevant employees:

- all relevant information about the change, including the nature of the change;
- information about what the employer reasonably believes will be the effects of the change on the employees; and
- information about any other matters that the employer reasonably believes are likely to affect the employees.

The employer 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.

The employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

25. INDUCTION PROGRAM FOR NEW EMPLOYEES

Council shall provide all new employees with the opportunity to participate in an induction program. This will include first day induction and workplace specific induction.

Employee Union representatives will be invited to attend all induction sessions and be introduced during orientation of new employees.

26. POSITION DESCRIPTIONS

Council will provide a current Position Description (PD) for all employees upon commencement. Such PDs shall be reviewed annually through the SDS process and any changes will be made in consultation with the employee/s affected.

For employees Bands 1 to 8, the position description will clearly identify as a minimum:

- (a) the accountability and extent of authority of the position;
- (b) the level of judgement and decision making skills required;
- (c) specialist skills and knowledge required to undertake the duties of the position;
- (d) management skills;
- (e) interpersonal skills;

(f) qualifications and experience required for the position.

Disagreements about significant changes to a PD may be determined by the dispute settlement procedure of this Agreement.

26A. MULTI-SKILLING

This clause applies to all employees Bands 1 to 8.

The Council may direct an employee to carry out such duties as are within the limits of the employee's skill.

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

Provided further that where an employee is directed to carry out work of a higher Band, the provisions of clause 26B - Higher Duties will apply. Any direction issued under this clause will be consistent with the Council's obligation to provide a safe and healthy working environment.

26B. HIGHER DUTIES

26B.1 Physical/Community Services Employees Bands 1 to 5

(a) An employee directed by the employer to perform for the whole of the day duties carrying a higher rate of pay will be paid while undertaking such duties at the commencement level of the higher classification Band.

(b) For the purposes of this clause a day will be defined as:

- For full-time employees the ordinary hours of work while the higher duties are being performed.
- For part-time and casual employees, higher duties will apply for actual hours worked provided that such duties are undertaken for more than two hours on any day.

26B.2 Employees Other Than Physical/Community Services Employees Bands 3 to 8

Where an employee is directed by the employer to perform for more than one ordinary working day the normal duties of an office for which a higher rate is fixed, they will be paid such higher rate for time they are so employed at the A level of the higher Band.

26B.3 Child Care Workers Only

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

- (a) The greater part of the time so worked is spent in performing duties carrying the higher rate;
- (b) An employee engaged as a Child Care Worker Band 5 who is required to undertake the duties of a Centre Coordinator by reason of the Centre Coordinator's absence will not be entitled to payment under this clause unless the Centre Coordinator's absence exceeds two consecutive full working days.

For the purposes of this clause, the duties of any employee will be determined by reference to clause 26C - Classification and minimum rates of pay and their position description.

26B.4 Nurses Only

An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

26C. CLASSIFICATION AND MINIMUM RATES OF PAY

26C.1 Employees Bands 1 to 8

- (a) The employer will grade its employees in accordance with the classification definitions contained in this Agreement.
- (b) The employee or appropriate union will have the right to request a review of their classification if it is considered to be incorrect.
- (c) Any dispute concerning the classification of an employee shall be dealt with in accordance with the disputes procedure in this Agreement.
- (d) The salary entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.
- (e) Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.
- (f) Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an Experienced Engineer must be no less than Band 6 Level A.

Experienced Engineer means a professional engineer with the undermentioned qualifications required for any portion of the duties:

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

Note: For Engineers refer also to Appendix 2.

- (g) The entry point for a Childcare Centre Coordinator will be no less than Band 6A.

26C.2 Junior Employees (Employees other than Physical/Community Services)

- (a) A junior employee classified in accordance with the definitions for employees other than physical/community services will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 2 Level C:

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

- (b) 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.

- (c) The rates of pay prescribed will be deemed to be the minimum rates payable, and nothing will preclude the employer from paying an employee at a higher rate of pay than that prescribed.

26C.3 Apprentices (Physical/Community Services Employees Only)

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

- (b) Junior apprentices

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

- (c) Four year apprenticeships:

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

- (d) Three year apprenticeships

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

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

- (f) Adult apprentices

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

26C.4 Trainees

A trainee employed by the Council shall be paid \$5 per week more than the relevant rate contained in Schedule D-National Training Wage of the *Victorian Local Government Award 2015* (as varied from time to time).

26C.5 School Based Apprentices

- (a) 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.
- (b) The hourly rates for full-time junior and adult apprentices as set out in this Agreement shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (c) For the purposes of (b), 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) School-based apprentices shall be entitled pro-rata to all of the conditions of employees under this Agreement.

26C.6 Nurses

Nurses classifications are set out in Appendix 1.

26D. SENIOR EXECUTIVE OFFICERS

- (a) An employee classified as a Senior Executive Officer (SEO) is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix 7 - Classification Definitions.
- (b) A SEO will be paid a minimum of \$170,000.
- (c) The conditions of employment of a SEO shall be as prescribed for employees other than Physical/Community Services employees.
- (d) Notwithstanding the provisions of (b) above, the employer and a SEO may enter into a salary agreement which:
 - (i) must be in writing and signed by both parties; and
 - (ii) either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
 - (iii) a notation placed in the record as to where a copy of the agreement may be inspected;and which provides for:
 - (iv) an overall requirement that the employee will receive no less under the SEO arrangement than the employee would have been entitled to if all Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement such as private use of an employer provided motor vehicle;
 - (v) an annual review of the SEO agreement;

- (vi) access to the Commission for dispute resolution in accordance with the dispute resolution procedure set out in the Agreement;
 - (vii) details of any salary package arrangements;
 - (viii) details of any other non-salary benefits provided to the employee;
 - (ix) details of any performance pay arrangements and performance measurement indicators;
 - (x) the involvement of an employee nominated representative which may be a representative from their Union;
 - (xi) the salary for the purposes of accident make up pay.
- (e) The SEO agreement may, subject to point (i) and point (iv) of (d) above, also specify that the following Agreement provisions may not apply:
- Allowances and expenses
 - Overtime, time off in lieu, penalty rates and meeting attendance
 - Higher duties
 - Worksite flexibility
 - Callback and availability
 - Annual Leave loading
- (f) Notwithstanding clause 7A, an employee appointed as a SEO who is also a senior officer as defined in this Agreement may be employed under a maximum term contract. To avoid doubt such employees continue to be covered by the provisions of this Agreement.
- (g) Nothing in this clause is intended to limit the capacity to make an agreement under the provisions of the *Fair Work Act 2009*.

26E. OPTION FOR ANNUALISED SALARY

- (a) By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the Agreement rate and an additional component.
- (b) In such cases, the annualised salary agreement may provide that the following provisions of the Agreement do not apply:
- Overtime/penalty rates and meeting allowances;
 - Time off in lieu of overtime payment;
 - Callback and availability allowances;
 - Allowances and expenses;
 - Annual Leave loading;
 - Higher duties;
 - Worksite flexibility;

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.

- (c) Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all Agreement overtime payments, penalty rate payments and obligations had been complied with.
- (d) An agreement under this clause:
- must be in writing and signed by both parties; and
 - either recorded in the time and wage records kept by the employer in accordance with the Fair Work 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 annualised salary agreement; and
 - provide for access to Commission for dispute resolution in accordance with the dispute resolution procedure set out in the Agreement.
- (e) The employee may be represented in the discussions in relation to the making of an annualised salary agreement under this clause by either their Union or nominated representative.
- (f) Nothing in this clause is intended to limit the capacity to make an agreement under the provisions of the *Fair Work Act 2009*.

26F. SUPPORTED WAGE SYSTEM

The supported wage system will be implemented in accordance with Schedule B of the *Victorian Local Government Award 2015* (as varied from time to time). The minimum rate of pay payable will be \$120.

27. TRANSFER OF BUSINESS

Where a business or part of business is transferred from Council to another employer (in this clause called “the transferee”) and the employee, who at the time of such transfer was an employee of the Council, elects to become an employee of the transferee, Council will ensure that the terms and conditions of employment paid by the transferee are no less favourable, by:

- Including in any specifications, that minimum standards shall apply to transferred employees in accordance with this Agreement.
- Ensuring the continuity of employment of the employee is deemed not to have been broken by reason of such transfer.
- Ensuring the period of employment which the employee has had with the Council is deemed to be the length of service of the employee.
- Ensuring employment entitlements, such as annual leave, sick leave and long service leave are transmitted to the transferee.
- Ensuring transferred employees shall not be disadvantaged in so far as superannuation entitlements are concerned.
- Ensuring at the date of termination of employment, those employees that do not transfer to the transferee, shall be eligible for redundancy entitlements in accordance with the Agreement.

In this clause “business” includes trade, process, business or occupation and includes part of any such business and “transfer” includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law and “transferred” has a corresponding meaning.

28. WORK LIFE BALANCE

All employees will have the right to request flexible working arrangements. Requests are to be in writing to the CEO and should set out details of the change sought and the reason for the change. Approval will be based on consideration of the individual circumstance, impact to other employees and operational and service requirements. A written response will be provided to the request within 21 days, stating whether the CEO grants the request or refuses the request. If the request is refused, details of the reason for the refusal will be included in the response.

Whilst Council supports flexibility for employees wishing to transition to retirement it also supports and encourages any employees wishing to work beyond age 65. Employees aged over 65 will not be disadvantaged in any way and will continue to receive all the terms and conditions of employment applicable to employees under 65 years of age. This includes long service leave, superannuation and WorkCover.

29. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

A flexible work arrangement is an agreement that is mutually agreed to, and which meets the genuine needs of an individual employee and the Council by:

- balancing home/work life commitments;
- ensuring that appropriate levels of customer service are maintained;
- ensuring that productivity and work performance are maintained;
- improving work performance through Council's acknowledgement of work and family issues; and
- providing opportunities for career development, professional growth and multi skilling.

29.1 Any parties covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) The arrangement deals with one or more of the following matters:

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

(b) The arrangement meets the genuine needs of Council and the employee in relation to one or more of the matters mentioned in paragraph (a)

(c) The arrangement is genuinely agreed to by Council and the employee.

29.2 Council must ensure that the terms of the individual flexibility arrangement:

(a) Are about permitted matters under section 172 of the *Fair Work Act 2009*;

(b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) Result in the employee being better off overall than the employee would be if no arrangement was made.

29.3 Council must ensure that the individual flexibility arrangement:

(a) Is in writing;

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

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

29.4 Council or the employee may terminate the individual flexibility arrangement:

- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
- (b) If the Council and employee agree in writing — at any time.

30. PERSONAL LEAVE

Personal/Carer's leave and Compassionate/Bereavement leave are provided for in the NES. This clause contains additional provisions.

30.1 Entitlement

Unless otherwise provided, a full-time employee is entitled to 15 days personal leave per annum. Part-time employees are entitled to paid personal leave on a pro-rata basis. Casual employees are not entitled to paid personal leave.

Personal leave can be used for the following purposes:

- (a) Sick Leave: when an employee has a personal illness or injury and is unable to attend work and to attend medical appointments.
- (b) Carer's Leave: to provide care or support for an ill or injured immediate family or household member or to accompany an immediate family or household member to attend medical appointments, where the employee is responsible for the care and support of the person concerned or in the case of an unexpected emergency. This leave is also available in emergency situations such as code red days where schools are closed at short notice and an employee needs to provide care and support for their children.
- (c) Natural emergencies e.g. flood and fire where employees are unable to get to work and they are unable to work remotely.
- (d) All employees, including casual employees, shall be entitled to a total of up to two days unpaid personal/carers' leave for the purposes of caring for an immediate family member or the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid personal carer's leave or in the case of a casual employee, where paid personal/carers' leave does not apply.

30.2 Immediate Family or Household

The entitlement to use carer's leave and bereavement leave/compassionate leave in accordance with this clause is subject to:

(a) The person being either:

- A member of the employee's immediate family; or
- A member of the employee's household.

(b) 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.

30.3 Notification and evidence

(a) Notification:

- Where an employee is absent due to personal illness or injury they will notify the employer of such absence as soon as is possible, and where practicable within the first part of what would have been their normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first part of such absence the employee will inform the Council within 24 hours of the commencement of such absence.
- For carer's leave the employee must, where practicable, give the employer prior notice of their intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Council by telephone of such absence at the first opportunity on the day of absence.

(b) Evidence:

- For Employees Other Than Physical/Community Services Employees - for each period of personal leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the Council may require a medical certificate to be furnished with respect to any absence. 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. For Carer's leave, the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- For Physical/Community Services Employees - evidence of their illness or injury satisfactory to the employer. Provided 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.
- For Child Care Workers - 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. 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.

- For Nurses - if required by the employer, evidence that would satisfy a reasonable person.

30.4 Accrual

- (a) Personal/Carer's leave shall not accrue during periods of unpaid leave except as provided by the *Fair Work Act 2009*. All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carer's leave and for public holidays) are entitled to paid personal/carer's leave.
- (b) 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. Personal/Carer's leave not used shall continue to accumulate without limit and will be carried over to subsequent years of service with the Council.

30.5 Entitlement

The following Personal/Carer's leave entitlements apply (pro-rata to part-time employees) inclusive of the employee's NES entitlement:

- (a) For each year of service with the employer, an employee is entitled to 15 days of paid personal/carer's leave – except for Nurses and Child Care Workers.
- (b) Child Care Workers are entitled to 15 days annually for each of the first four years of service and 21 days in each year thereafter.
- (c) A temporary employee (other than a Nurse) shall accrue personal/carer's leave progressively on a pro-rata basis.
- (d) Nurses – will be credited with:
- up to 16 days annually in the first year of service;
 - up to 18 days in each year in the second, third and fourth years of service;
 - up to 25 days in the fifth and following years of service.
- (e) Kindergarten Teachers – specific provisions are set out in Appendix 4.

30.6 Illness or Injury on Long Service Leave – Physical/Community Services Employees only

- (a) 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 employer at the earliest reasonable opportunity but no later than 14 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.
- (b) The employer will:
- debit such periods of personal and serious incapacitating illness or injury against the employee's personal/carer's leave entitlement had the employee normally been required to work subject to the existence of sufficient 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 employer.
- (c) Provided that notwithstanding the requirement for a medical certificate, this clause will not apply unless the employee notifies the employer of such personal and serious incapacitating illness or injury within either 10 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.

30.7 Transfer of Leave – Employees Bands 1 to 8 and Senior Executive Officers

Twenty days accumulated personal/carer's leave with a prior Council will be transferable subject to the following conditions:

- (a) An employee's service is continuous (breaks of two months or less will be deemed not to break continuity).
- (b) The employee at the time of engagement produces a certificate duly certified by the previous employer certifying the amount of personal/carer's leave accumulated to their credit, and the date upon which the last entitlement was credited to them.
- (c) Where an employee's accumulated personal/carer's leave is less than twenty days, then the amount of leave transferable will be that standing to an employee's credit.
- (d) Provided that an employee will not be entitled to have more than 15 days credited to them in respect of any twelve month period.

31. BEREAVEMENT/COMPASSIONATE LEAVE

- (a) Up to five days Bereavement/Compassionate Leave is available, per occasion, if a member of the employee's immediate family or household dies or is seriously ill. This leave will be deducted from accrued personal leave.
- (b) An employee is entitled to bereavement/compassionate leave for each occasion (permissible occasion) when a member of the employee's immediate family (as defined in clause 30.2(b)), or a member of the employee's household:
 - contracts or develops a personal illness that poses a serious threat to their life; or
 - sustains a personal injury that poses a serious threat to their life; or
 - dies.
- (c) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - to spend time with the member of the employee's immediate family or household; or
 - after the death of the member of the employee's immediate family or household.
- (d) If an employee, other than a casual employee, takes a period of compassionate or bereavement leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (e) For casual employees, compassionate/bereavement leave is unpaid leave.
- (f) The employee must give the employer notice of the taking of leave as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.
- (g) If required by the employer, the employee must give the employer evidence that is satisfactory to the employer.

32. LONG SERVICE LEAVE

Employees covered by this Agreement will be entitled to long service leave in accordance with the provisions of the *Local Government (Long Service Leave) Regulations 2021* or their successor.

33. ANNUAL LEAVE

- (a) Employees are encouraged to utilise their full annual leave entitlement each year (including those on purchased leave arrangements). Annual leave accruals, including those on purchased leave arrangements, must be kept at eight weeks/40 days or under (pro-rata equivalent for part-time employees).
- (b) Direction to take excess annual leave.
- (c) The employer will consult with the employee to produce an agreed plan to reduce any excess leave, over an agreed period of time within 12 months, provided that the employee retains a balance of at least eight weeks.
- (d) Any employee who does not agree to a plan to reduce their leave balance, subject to eight weeks' written notice, may be directed or be placed on annual leave on dates determined by the employer in order to reduce the leave balance to eight 8 weeks or less, where there is not an agreed plan already in place to reduce the leave.
- (e) In accordance with the NES, employees will be able to 'cash in' excess annual leave, providing a minimum balance of four weeks is preserved. Employees must apply in writing to the CEO to activate this.

33.1 Annual Leave – General Provisions

33.1.1 Period of Annual Leave

- (a) All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carer's leave and for public holidays) will be entitled to four weeks paid annual leave.
- (b) 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.
- (c) Annual leave is exclusive of public holidays that fall within the period of leave.

33.1.2 Payment for Period of Leave

- (a) Each employee will in respect of the period of leave, be paid their ordinary pay as if they had worked instead of taking leave.
- (b) Employees who are in receipt of the General Depot Allowance or Industry Allowance, or Maintenance Allowance, or Sanitary/Garbage Driver Allowance, or Trades Allowances, on a regular basis, will have these included in the payment for annual leave. In the case where the employee is not in receipt of the allowance for a full year, the additional 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.

33.1.3 Annual Leave Loading

- (a) The employee will be paid an annual leave loading of 17.5% calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.
- (b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:
 - on the anniversary date of employment;
 - on the same date each year as determined by the employer; or
 - when taking annual leave.

- (c) Except for Physical/Community Services employees, Nurses or Kindergarten Teachers, the maximum amount of annual leave loading that the employer may be required to pay in any year of service will be in accordance with the *Victorian Local Government Award 2015*.

33.1.4 Continuous Service

The following absences are not recognised as continuous service for the purpose of accruing annual leave:

- (a) absence without leave;
- (b) leave without pay granted upon the employee's request;
- (c) unpaid personal/carer's leave the total period of which in the one year of employment exceeds one month;
- (d) unpaid personal/carer's leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by the 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;
- (e) to the extent to which it exceeds 39 weeks, 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.

33.1.5 Proportionate Leave on Termination

An employee who leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid in lieu of annual leave calculated on a pro-rata basis of continuous service as defined above.

33.1.6 Annual Shut Down

Physical/Community Services Employees Bands 1 to 5

Notwithstanding anything contained in this Agreement where the employer decides to close down part or all of the 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 the employees then qualified for such leave, the employer will give at least two months' notice to the employees of the intention to do so.

Provided that where an employee has insufficient accrued annual leave they will be given the option of:

- Taking annual leave in advance;
- Taking leave without pay; or
- Working during the period of shut down.

33.1.7 Child Care Workers Only

- (a) Where the employer intends to temporarily close (or reduce to nucleus) the establishment or a section of for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them the employer 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).
- (b) any such employee who at the date of closing is entitled to their annual leave will be given their annual leave as on and from the date of closing and, in addition will be paid 1/12 of their ordinary pay for any period of employment after accrual of their right to the annual leave and up to but excluding the date of closing;

- (c) any such employee who at the date of closing is not entitled to their annual leave will have leave without pay as on and from the date of closing and will be paid 1/12 of their ordinary pay for the period of their employment since the commencement thereof or the accrual of their 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 they are entitled to payment under this part; and
- (d) the next 12 monthly qualifying period of employment for every such employee will commence on and from the date of closing.
- (e) In this clause date of closing in relation to each employee means the first day of their annual leave pursuant to this clause.

33.1.8 Shift Workers for the Purposes of the NES

- (a) For the purpose of section 87(1)(b) of the Act, a shiftworker is an employee:
 - who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - who is regularly rostered to work on Sundays and public holidays.
- (b) A shiftworker is entitled to five weeks annual leave for each year of service. 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.

34. LEAVE WITHOUT PAY

By agreement with the CEO, an employee may take leave without pay for up to 52 weeks for personal, travel or career purposes and return to the same job or be offered a similar job on return when the original position no longer exists. Such leave shall require two months notice prior to the start of such leave and shall nominate a fixed return date. By agreement between the employee and employer unpaid leave may be for a longer period. Any requests for leave without pay will not be unreasonably refused.

35. 48/52 MODEL OF EMPLOYMENT

48/52 model of employment is a separate model of employment whereby the employee receives four weeks recreation leave and an additional four weeks unpaid leave per year (plus other leave entitlements) and is paid for 52 weeks per year at the fractional rate of 48/52 of the annual salary (Band and Level) for their position.

- Applications for 48/52 employment must be approved by the CEO. Such approvals will be subject to the operational needs and requirements of the work unit and will only be considered if employees have a maximum annual leave entitlement balance of four weeks.
- Agreements are valid for a period of 12 months. Should the employee wish to continue the agreement, they must re-apply in writing to the CEO.
- Other models of employment may be available with the approval of the CEO.
- Council encourages that all employees considering this employment model seek independent financial advice prior to submitting an application.

36. 4 OUT OF 5 MODEL OF EMPLOYMENT

The 4/5 model of employment is a separate model of employment whereby the employee may be granted 12 months leave on 80% salary subject to the employee agreeing to have their salary reduced by 20% for a four year work period prior to the 12 months leave being taken. This model of

employment does not break the continuation of service and employees have the right to return to the same job or similar job on their return (similar job where the original position no longer exists).

Employees may apply to work the 4/5 model of employment, and the 4/5 model of employment can only be introduced at an employee's initiative. Applications for 4/5 employment must be approved by the CEO and is subject to the operational needs and requirements of the work unit.

Employees entering into a 4/5 model of employment will be required to sign a 4/5 agreement and are encouraged to seek independent advice regarding the possible effect on their superannuation or tax arrangements.

An employee working under the 4/5 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 4/5 employment.

37. PRENATAL LEAVE

An employee who presents a medical certificate from a doctor or midwife (to be considered by Council) stating they are pregnant will have access to paid leave totalling 38 hours per pregnancy to enable the employee to attend the routine medical appointments associated with the pregnancy.

Prenatal leave to the equivalent of one day's pay (pro-rata for part-time employees) is available for partners on the presentation of a medical certificate.

38. PARENTAL LEAVE

38.1 Paid Parental Leave

In addition to other entitlements within this Agreement, employees eligible for Parental Leave under the NES will be entitled to:

- 18 weeks paid leave - for employees who give birth to their child, or for employees with primary care giver responsibility in the case of adoption or;
- Three weeks paid leave - for secondary care givers.

Paid parental leave is subject to an initial period of 12 months continuous service and can be taken at half the pay for double the period of time. Subsequent periods of parental leave do not require any further qualification period.

Where both the primary carer and the secondary carer are both current employees of Council, and both have had an initial period of 12 months continuous service, part of the 18 weeks paid parental leave can be transferred from the primary carer to the secondary carer where the primary carer returns to work and the secondary carer takes over the primary care of the child.

This paid leave is in addition to any payments received via the Government's Paid Parental Leave Scheme.

The parental leave provisions of this clause will also be made available to employees who permanently foster a child. This is subject to the child being younger than 16 years old and having not lived with the employee for six months or more.

The paid parental leave provisions of this clause will also be made available to an employee who experiences a still born or neo natal death at 20 weeks or later.

38.2 Other Parental Leave Provisions

38.2.1 Unpaid Leave

Except where otherwise specifically stated, all leave in this clause is unpaid leave.

38.2.2 Eligibility

To be eligible for unpaid parental leave, employees must be full-time or permanent part-time employees or eligible casual employees, with at least 12 months' continuous service with the employer immediately before:

- (a) if the leave is birth related leave - the date of birth, or the expected date of birth, of the child; or
- (b) if the leave is adoption related leave - the day of placement, or the expected day of placement, of the child.

38.2.3 Application

Full-time, part-time and eligible casual employees are entitled to parental leave under this clause if:

- (a) the leave is associated with:
 - the birth of a child of the employee or the employee's spouse or de facto partner; or
 - the placement of a child with the Employee for adoption; and
- (b) the employee has or will have a responsibility for the care of the child.

38.2.4 Definitions

For the purposes of this clause:

Eligible casual employee means a casual employee:

- (a) employed by the employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
- (b) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Continuous service is work for the employer on a regular and systematic basis including any period of authorised leave.

Child means:

- (a) in relation to birth-related leave, a child or children from a multiple birth) of the employee or the employee's spouse;
- (b) in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
 - is not otherwise than because of the adoption a child of the employee or the employee's spouse.

Primary carer means the birth mother of the child or the person who is the primary carer of a newly adopted child. Only one person can be a child's primary carer, except in relation to clause 38.1.

Secondary carer means a person who has parental responsibility for the child but is not the primary carer.

Spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's de facto spouse means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the employee.

38.2.5 Special Parental Leave

Note: Paid Parental leave is available under clause 38.1.

- (a) where the pregnancy of an employee not then on parental leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary;
- (b) where the pregnancy ends within 28 weeks of the expected date of birth the employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements and is also entitled to unpaid special parental leave.

38.2.6 Continuing to Work while Pregnant

- (a) The employer may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:
 - continues to work within a six week period immediately prior to the expected date of birth of the child; or
 - is on paid No Safe Job Leave.
- (b) The employer may require the employee to start parental leave if the employee:
 - does not give the employer the requested certificate within seven days of the request; or
 - gives the employer a medical certificate stating that the employee is unfit to work.

38.2.7 Personal/Carer's Leave

A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with this Agreement.

38.2.8 Transfer to a Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.
- (b) If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take no safe job paid leave, or the employer may require the employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner; or
 - when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.
- (c) The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

38.2.9 Notice and Evidence Requirements

- (a) An employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the employee must also provide a statutory declaration stating:
- that the employee will become either the primary carer or secondary carer of the child, as appropriate;
 - that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the employer of any changes to the notice already provided, unless it is not practicable to do so.
- (c) The employer may require the employee to provide evidence which would satisfy a reasonable person of:
- in the case of birth-related leave, the date of birth of the child including without limitation, a medical certificate stating the date of birth or expected date of birth; or
 - in the case of adoption-related leave, the commencement of the placement or expected day of placement of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

38.2.10 Commencement of Parental Leave

- (a) An employee who is pregnant may commence primary carer leave six weeks prior to the expected date of birth of the child, or earlier by agreement with the employer. The period of parental leave must commence no later than the date of birth of the child.
- (b) Secondary carer parental leave may commence on the day of birth or placement of the child.
- (c) The employer and employee may agree to alternative arrangements regarding the commencement of parental leave.
- (d) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

38.2.11 Single Period of Parental Leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of:

- (a) Concurrent leave as prescribed by the NES; or
- (b) Flexible unpaid parental leave under the NES (taking up to 30 days' leave during 24 months starting on the date of birth or the day of placement).

38.2.12 Parental Leave and Other Entitlements

- (a) 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.

- (b) Unpaid parental leave shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

38.2.13 Keeping In Touch Days

- (a) During a period of parental leave the employer and employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- (b) Keeping in touch days must be agreed and be in accordance with section 79A of the *Fair Work Act 2009*.

38.2.14 Extending Parental Leave

- (a) An employee, who is on an initial period of parental leave of less than 52 weeks, may extend the period of their parental leave on one occasion up to the full 52 week entitlement. If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times up to the full 52 week entitlement.
- (b) The employee must notify the employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
- (c) The employee may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial 52 week period. The employee's request must be in writing, and must be given to the employer at least 4 weeks before the end of the period. The employer must give the employee a written response to the request stating whether the employer grants or refuses the request, and must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request. The response must be given as soon as practicable, not later than 21 days after the request is made. The employer may refuse the request only on reasonable business grounds. If the employer refuses the request, the written response must include details of the reasons for the refusal.

39. RETURN TO WORK FROM EXTENDED LEAVE

Council will endeavour (where practicable) to engage with the employee whilst on extended leave including parental leave, long service leave and periods of unpaid or extended study leave. Information to be provided to the employee may include newsletters, work unit memos and copies of the internal advertising of relevant vacant positions.

40. RIGHT TO RETURN TO PART-TIME WORK

By agreement between the employer and employee, employees on parental leave shall be entitled to return to the organisation on a full-time or part-time basis in the same position they occupied prior to the parental leave or in relation to an employee who transferred to a safe job, the position they held immediately before such transfer.

41. RIGHT TO DISCONNECT

The right to disconnect protects employees who refuse to monitor, read or respond to contact or attempted contact outside their working hours, unless their refusal is unreasonable.

This includes contact, or attempted contact, from:

- their employer, or
- another person, if the contact or attempted contact is work-related.

- Certain matters need to be considered when determining whether or not an employee's refusal is unreasonable. These include:
- the reason for the contact or attempted contact
- how the contact or attempted contact is made and the level of disruption it causes the employee
- the nature of the employee's role and their level of responsibility
- the employee's personal circumstances, including family or caring responsibilities
- whether the employee is compensated or paid extra for:
 - remaining available to work when the contact or attempted contact is made, or
 - working additional time outside of their ordinary hours of work.

42. HOME-BASED WORK ARRANGEMENTS

By agreement with the CEO, an employee's work may be performed at home. The terms of such an agreement will include: location/establishment, equipment, career development, hours of work, access arrangements, security, Occupational Health and Safety, worker's compensation, taxation, termination of arrangement, employer approval, communication/involvement in the workplace, public liability insurance, childcare.

43. JOB SHARE

By agreement between the CEO and affected employees, an employee may reduce their hours of work to the level and work pattern as agreed by job share arrangements provided two months written notice is given to the CEO.

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.

44. BREAST FEEDING

Council recognises the rights of employees who are nursing mothers, to a work environment, which is clean and safe from hazardous chemicals and materials. Council will provide comfortable, private facilities for expressing and storing breast milk, and to negotiate means for women to have breaks to breast feed if the child is in nearby care.

45. STUDY LEAVE

Council recognises the need to have skilled and qualified employees and supports the development of employees. In addition to all other entitlements in this Agreement, Council will have a study support policy in place. The policy will at a minimum provide for:

- study leave in time and/or reimbursement of costs
- assistance with the reimbursement of basic textbooks
- paid study leave

The paid entitlements will not be less than entitlements as stipulated in the prior iterations of this Agreement.

46. FAMILY VIOLENCE

General Principle

The 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, the employer is committed to providing support to employees that experience family violence.

46.1 Definition of Family Violence

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

46.2 General Measures

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with the employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) An employee experiencing family violence may raise the issue with their immediate supervisor or People and Culture. The supervisor may seek advice from People and Culture if the employee chooses not to contact People and Culture.
- (e) Where requested by an employee, People and Culture will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with this clause.
- (f) The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

46.3 Leave

- (a) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

46.4 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the workplace;
 - (iv) a change to their telephone number or email address to avoid harassing contact;

- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

47. SERVICE WITH EMERGENCY SERVICE ORGANISATIONS

Council supports its employees being involved in emergency service organisations and will grant leave with pay to allow active participation in these organisations within the Shire and adjoining shires. This includes the provision of reasonable periods of leave for rest following active duty.

48. SERVICE WITH ARMED FORCES

Council supports the participation of its employees in the Armed Forces Reserves and will grant leave to allow active participation in the Reserves. Council will provide make up pay to ensure no loss of wages up to a maximum of two weeks per annum.

49. UNION TRAINING LEAVE

A Union delegate will be entitled to up to 10 days per two year period (non accumulative), without loss of pay, to attend courses conducted by an accredited training provider and approved by the Union on the following conditions;

- 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;
- Reasonable notice is given to the employer by the Union delegate;
- The taking of leave is arranged having regard to the operational requirements of the employer;
- The Union delegate taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave;
- Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

50. ACCIDENT MAKE UP PAY

Employees will be entitled to accident make up pay to 39 weeks in aggregate.

- (a) The employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic).
- (b) Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic) and the employee's appropriate 38 hour Agreement rate; or in the case of a part-time employee, the pro-rata Agreement rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Agreement or pro-rata rate for that period.
- (c) The employer will pay or cause to be paid accident pay as defined above, 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.

- (d) 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.
- (e) 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.
- (f) Notwithstanding the provisions of this clause:
 - (i) 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.
 - (ii) where an employee has given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.

51. JURY SERVICE

- (a) An employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of ordinary time they would have worked had they not been on jury service.
- (b) The employee will notify the employer as soon as possible of the date upon which they are required to attend for jury service.
- (c) Further, the employee will give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

52. PUBLIC HOLIDAYS

- (a) All employees, except casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Friday before the AFL Grand Final, Christmas Day and Boxing Day, and:
 - (b) Melbourne Cup Day or by agreement a local substituted day; and
 - (c) Any other additional days, substitute days or half-days as prescribed by the Victorian Government in accordance with the *Public Holidays Act 1993 (Vic)*.
- (d) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (e) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (f) 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.
- (g) An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.
- (h) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

- (i) Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.
- (j) Except as otherwise provided below, an employee who is 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 wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day they will be paid at 2.5 times their ordinary prescribed rate for all time worked: and such payment will be in addition to their normal wages for the day.
- (k) If a public holiday as set out above 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 illness is furnished to the employer by or on behalf of such employee. This clause will not apply during a period of unpaid personal/carer's leave.
- (l) Should an employee be rostered off on a day on which a public holiday falls, they will be entitled to an equivalent time off in one period without loss of pay not later than three months after the entitlement accrued, and where practicable during the week following.

52.1 Recreation Centre Officers (Specific Engagement)

Recreation Centre Officers 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.

52.2 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:

- (a) 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
- (b) In the case of an employee not qualifying for annual leave, one and a half days pay in lieu of annual leave; and
- (c) One and half times the ordinary rate of pay for any work done in excess of eight hours on the public holiday.

52.3 Nurses

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- (b) Centres that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading

of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in (a) above.

52.4 Kindergarten Teachers – specific provisions are set out in Appendix 4.

53. WORKERS PRIVACY

Council commits to the introduction of guidelines on the use of data and restrictions on digital surveillance within six months of this Agreement coming into effect.

54. PROFESSIONAL BODY ACCREDITATION

Professional body annual accreditation for part-time and full-time employees or casuals with regular and systematic hours who have passed their probation period, where it is required for the incumbent to fulfil the inherent requirements of the role.

This includes but is not limited to, Nurses APRA annual registration and CPA.

APPENDIX 1 – CLAUSES SPECIFIC TO MATERNAL AND CHILD HEALTH AND IMMUNISATION NURSES

1. Spread of hours

Spread of ordinary hours for the Maternal and Child Health (MCH) and Immunisation Nurses will be 8:00am to 6:00pm.

1.1 Ordinary hours of work

- (a)** The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- (b)** The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (c)** An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.
- (d)** Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, such days off must be consecutive.

1.2 Rostering

- (a)** Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b)** The roster will set out employees' daily ordinary working hours and starting and finishing times and will be provided via physical or electronic means to employees at least seven days' before the commencement of the roster period.
- (c)** Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- (d)** Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

1.3 Saturday and Sunday work

- (a)** Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their minimum rate of pay for the hours worked during this period.
- (b)** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their minimum rate of pay for the hours worked during this period.

2. Qualifications allowance

In addition to weekly salary, a Registered Nurse Division 1, who holds a Hospital Certificate/Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters of Doctorate Degree, shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate	4.0% of employee's weekly base rate
Post Graduate Diploma	6.5% of employee's weekly base rate
Masters or Doctorate	7.5% of employee's weekly base rate

3. Council Vehicles

The Kerang-based MCH Nurses will be able to access council vehicles to use for business purposes during business hours. A review of the access to council vehicles by the MCH Nurses will be conducted within six months of the approval of this Agreement, with the aim of ensuring that a vehicle is always available to support the delivery of the service.

Work related use of private vehicles

Cohuna and Koondrook-based MCH Nurses will be reimbursed for all work-related vehicle usage in accordance with the appropriate ATO vehicle reimbursement rate.

In the event that an employee's private vehicle is damaged during business hours when conducting client visits, or damaged when left unattended during business hours, the Council will ensure that the employee does not suffer any loss by:

- (i) Reimbursing the full cost of any excess the employee is required to make for repair of their vehicle and reimbursing the loss of any 'no claim bonus' the employee may suffer as a result of making an insurance claim for repair of their vehicle.
- (ii) Providing a vehicle free of charge for full business use for such time as the employee's vehicle is unavailable while being repaired.

4. Car Parking

Where practicable, MCH Nurses will have access to a car park at MCH Centres. This process will be undertaken in consultation with MCH Nurses and agreement by management.

5. Casual/Relief Employees

Where possible relieving employees will be appointed to cover 100% of all periods of leave.

6. Additional Hours: Parttime Employees

Nurses who are employed on a part-time basis may work additional hours to relieve workload pressures arising from other MCH Nurses who are on annual leave, sick leave, or long service leave. Arrangements for the additional hours will be negotiated by mutual agreement between the employee and the Manager or Director.

7. Classifications, Wages Structure and Quantum

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary in this Agreement:

- (a) MCH Nurse;
- (b) Immunisation Nurse.
- (c) MCH Nurse Team Leader or Coordinator

Where a nurse is appointed with both MCH and immunisation qualifications and is required to take charge of immunisation sessions and other duties such as relieving MCH Nurse, the nurse shall be classified as a MCH Nurse and paid at the relevant year of experience.

Where a nurse is appointed to undertake immunisation duties, the nurse shall be classified as an Immunisation Nurse and paid at the relevant year of experience.

Where a nurse is appointed to undertake the management and coordination of MCH Nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a MCH Nurse Team Leader and paid at the relevant rate of pay contained in this Agreement. The Team Leader is required to be a qualified MCH Nurse as defined in the Nurses (ANMF – *Victorian Local Government*) Award 2015 and shall be paid weekly wages no less than 10% above highest MCH rate.

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

	July 2025	July 2026	July 2027
Immunisation nurse	\$52.62	\$54.20	\$55.83
MCH - Year 1	\$61.91	\$63.77	\$65.68
MCH - Year 2	\$63.46	\$65.36	\$67.32
MCH – Team Leader(plus 10%)	\$69.80	\$71.90	\$74.05

8. Overtime

For full-time employees, all overtime worked in excess of the daily or weekly ordinary hours between Monday and Friday, shall be paid in accordance with the overtime rate set out below. (Time and a half for first two hours and double time thereafter). These conditions shall also apply to part-time employees who are required to work in excess of eight ordinary hours on each day. All overtime must have prior approval by the Manager.

8.1 Overtime penalty rates

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 1.1 (Ordinary hours of work), are to be paid as follows:

- Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
- Sunday—double time; and
- Public holidays—double time and a half

(b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in this Agreement.

(c) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 8.1 of this Appendix.

8.2 Time off instead of payment for overtime

(a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.

(b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

- (c) Notwithstanding (b) time in lieu may be taken as time for time in accordance with clause 10 of this Appendix.

8.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

8.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

8.5 Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate.

8.6 Recall to work when not on call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

9. Weekends

Should a MCH or Immunisation Nurse be required to work ordinary hours on a Saturday they will be paid at time and a half with a minimum of four hours payment and double time on a Sunday. If the hours are in excess of the daily or weekly ordinary hours, overtime rates of the weekend rate shall apply.

10. Time in Lieu

If for operational purposes and with the approval of the Manager an employee may accrue overtime as time in lieu on a 'time worked for time accrued basis' (i.e. no overtime rates). Arrangements for taking time in lieu will be by mutual agreement between the employee and the Manager. Any unused portion of accrued time shall be paid out to the employee at the end of each quarter.

11. Minimum Payments – Casual Employees

A nurse employed on a casual or sessional basis shall be paid a minimum payment of three hours.

12. Superannuation

Nurses who are members of HESTA or Health Super at the time of certification of this Agreement or at the commencement of their employment may elect to have employer superannuation contributions paid into HESTA or Health Super.

13. Clinical Mentoring

The Council shall offer all new graduate or inexperienced MCH Nurses with a minimum of two hours, or longer as mutually agreed, clinical mentoring supervision per week for a maximum period of six months from the date of appointment. The required clinical supervision shall be agreed through consultation with the MCH Nurses. The person appointed to act as a clinical supervisor shall be supported by backfilling arrangements during periods of supervision either by a MCH Relieving Nurse or other permanently appointed MCH Nurse, provided that such nurse who is appointed to backfill shall not be disadvantaged in terms of additional workloads.

14. Clinical Supervision

All nurses at Council will be provided with the financial assistance and paid time from the Council to meet with the relevant health professional for critical incident debriefing sessions.

15. Workloads

- (a) MCH Nurses shall not be allocated birth enrolments in excess of 110 enrolment notices per EFT, and pro-rata for part-time employees. The parties acknowledge the importance of administrative duties as part of the MCH Nurse role.
- (b) 100% MCH relief to be provided where workloads exceed agreed maximum birth enrolments.
- (c) Workloads to be reviewed every three months.
- (d) 100% MCH relief to be provided during all periods of annual leave, long service leave and personal leave in excess of five (5) days, where casual or backfill are available, in line with the memorandum of understanding.

16. Lactation Nurse Registration

MCH Nurses, where approved by Council, will have their Lactation Nurse Registration costs and the cost of obtaining the accreditation paid for by Council.

17. Annual Delegates Conference and Branch Meetings

ANMF Job Representatives will be permitted to attend the ANMF Annual Delegates Conference without loss of pay.

Employees who are elected as representatives of ANMF Victoria Branch Council Committee of Management, who are required to attend ANMF Branch Council meetings, or OHS Designated Work Group Representative meetings during working hours shall be released from duty without loss of pay to attend such meetings.

18. On Call Allowance

An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

- between rostered shifts or ordinary hours Monday to Friday inclusive– \$23.07
- between rostered shifts or ordinary hours on a Saturday– \$34.75; or
- between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work– \$40.54.

For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

19. Classification of Nurses

Registered Nurses other than MCH Nurses or Immunisation Nurses are to be classified and graded in consultation with the ANMF

20. Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the employer.

21. Transfer of leave

Twenty days accumulated personal/carer's leave with a prior Council will be transferable subject to the following conditions:

- (a) An employee's service is continuous (breaks of two months' or less will be deemed not to break continuity).
- (b) The employee at the time of engagement produces a certificate duly certified by the previous employer certifying the amount of personal/carer's leave accumulated to their credit, and the date upon which the last entitlement was credited to them.
- (c) Where an employee's accumulated personal/carer's leave is less than twenty days, then the amount of leave transferable will be that standing to an employee's credit.
- (d) Provided that an employee will not be entitled to have more than 15 days credited to them in respect of any twelve month period.

For the purpose of accrued long service leave, recognition of continuity of employment service from the public sector to local government provided the public sector is willing to transfer the funds.

Portability of accrued annual leave and personal leave entitlements from public sector to local government and within local government provided the sector or entity is prepared to transfer the funds.

22. Occupational violence and aggression

Council commits to developing an Occupational Violence and Aggression Policy within six months of the approval of this Agreement.

23. Occupational Health and Safety

Where not already in place, the Council shall develop an OHS policy action plan to address occupational violence and aggression in the workplace.

Existing policies are to be reviewed to ensure that where possible they meet the ANMF's 10 Point Plan to end violence and aggression, and WorkSafe guidance notes relevant to occupational violence and aggression.

APPENDIX 2 – CLAUSES SPECIFIC TO ENGINEERS

1. Definitions

Engineer – Professional – means a professional engineer that has graduated in a four or five year course at a recognised university/or a recognised equivalent engineering qualification, and that is responsible for the adequate discharge of any portion of the duties of which employment requires an engineering qualification.

2. Professional Engineering Development Program

Council recognises the need to attract and retain qualified engineers to local government, particularly to rural areas. A Professional Engineering Development Program with the following objectives will be developed:

- increasing awareness of career opportunities within the profession;
- assisting local students to undertake engineering studies at university;
- attracting engineering graduates to local government;
- improving retention of engineering employees through enhanced career development opportunities.

This will include the provision of an ongoing secondary school work experience program and an engineering scholarship wherever possible.

Engineering employees will be encouraged to further their education and training and the Council will not unduly deny reasonable requests for payment for costs incurred to attend professional development courses, seminars and workshops relevant to skills, qualifications and knowledge required.

3. Graduate Engineers

The commencement level for graduate engineers is Band 5. After two years at Band 5 graduate engineers may be entitled to movement to Band 6 provided they have undertaken training and completed tasks that meet the accountability and skill level required by Band 6.

APPENDIX 3 – CLAUSES SPECIFIC TO OPERATIONAL SERVICES

1. Working in Heat

Amended operating hours will apply during periods of hot weather to avoid working during the hottest parts of the day.

2. Rostered Day Off (RDO)

All full-time employees shall be entitled to a rostered day off (RDO) per two week cycle except where agreed through a Senior Executive Officer's contract, or through an Annualised Salary Arrangement, as per this Agreement.

3. Time in Lieu (TIL)

For hours worked to logical completion of task or tasks, with agreement between employer and employee, all additional time worked up to 10 hours per day Monday to Friday shall accumulate as time-in-lieu at ordinary rate or be paid at penalty rates in accordance with this Agreement.

All other additional hours worked including hours worked in excess of 10 hours on any day Monday to Friday will be paid at overtime rates in accordance with this Agreement.

4. Depot Classifications

4.1 Outdoor Worker

Outdoor Workers will commence at Band 2 and be offered the opportunity to undertake Certificate III in Road Construction and Maintenance at Council's expense. At the successful completion of this qualification and when they have satisfied the requirement of their Band 2 – Level C position they will progress to Band 3 – Level A. The employee will then have the opportunity to progress annually through to Band 3D as per the progression terms in this Agreement.

4.2 Grader Drivers

Grader drivers remunerated at Band 4 and paid according to the task undertaken as follows:

- 4B – Maintenance projects
- 4C – Re-sheeting projects
- 4D – Construction projects

4.3 Crew Leader

Employees designated as the person "in charge" for capital works projects will be paid higher duties at the Band 4B rate. As the person in charge, they will be responsible for; the direction and supervision of employees on site, worksite safety, contractor management and communication with the supervisor, team leader or manager.

4.4 Mechanics

Trade qualified employees who hold the position of Mechanic shall be paid at Band 4. Mechanics will be eligible for Industry Allowance and not eligible for Maintenance Allowance.

4.5 Team Leaders

Team Leader positions shall be paid at Band 5.

5. Allowances

5.1 General Depot Allowance

A General Depot Allowance is paid to all Depot employees, Bands 2 to 5. This allowance will incorporate the Industry Allowance, Maintenance Allowance and Dead Animal Allowance as detailed in this Agreement.

Employees receiving the General Depot Allowance must ensure that all plant and equipment under their control is maintained in safe and proper working order at all times. This will be done by completing daily inspections of the plant and equipment and ensuring that all plant and equipment is kept in a clean and tidy manner.

5.2 Industry allowance

Industry allowance will be paid as per the Agreement for eligible employees not receiving the General Depot Allowance.

5.3 Trade allowance

Trade allowance for tools will not be paid. All necessary tools will be provided by the employer.

5.4 Stand-by allowance

A depot after hours emergency response roster will be maintained to provide emergency response out of hours. Employees rostered on will be paid the relevant stand-by allowance and overtime provisions as per this Agreement.

APPENDIX 4 – CLAUSES SPECIFIC TO KINDERGARTEN TEACHERS

1. Employment Categories

Employees covered by this Agreement shall be employed in one of the following categories:

1.1 Full-time Employee

A full-time employee is ordinarily employed for (38) thirty-eight hours per week.

1.2 Part-time Employee

A part-time employee, other than an emergency and/or relief teacher, is ordinarily employed on a permanent basis for a constant number of hours less than 38 hours per week. A part-time employee shall be entitled to pro-rata conditions and benefits under this Agreement.

1.3 Casual, Emergency and Relief Employment

1.3.1 An Emergency Early Childhood Teacher (ECT) means an employee appointed to meet a sudden emergency, replacing an ECT for periods up to and including four days. Where a permanent part-time employee agrees to provide emergency relief this shall subject to clause 2.9.

1.3.2 A Relief ECT means an employee appointed on a temporary basis for a pre-arranged period of more than four days on a full-time or part-time basis, and shall receive the same entitlements specified in this Agreement as applied to the employee they are replacing.

1.3.3 Emergency ECT – minimum payment

An Emergency ECT shall receive a minimum payment of 3.5 hours on any one day based on Level 1.2 plus a 25% loading. This loading shall be in lieu of entitlements to annual leave, annual leave loading, carer's leave, bereavement/compassionate leave, and personal sick leave.

2. Classifications and Wage Rates

2.1 Application of Incremental Range - Early Childhood Teachers

2.1.1 An ECT who holds one of the following qualifications may proceed under the rules of progression to Exemplary Level 3-4:

(a) Three year ECT Degree or Diploma (employed on or before 17 February 2006)

(b) Four year ECT Degree

(c) Relevant Graduate Diploma or equivalent as approved by the Victorian Branch of Early Childhood Australia

ECT as provided for in (b) and (c) employed on or after 1 July 2006 shall commence at the rate prescribed for Graduate Level 1-1.

2.1.2 An ECT holding a three year ECT Degree or Diploma, employed as an ECT after 17 February 2006 may proceed under the rules of progression to a maximum of Accomplished Level 2-4.

Where they are employed on or after 1 July 2006, they shall commence at the rate prescribed for Graduate Level 1-1A.

2.1.3 An ECT holding a 3 or 4 year Primary Teaching Diploma or Degree, employed as an ECT may proceed under the rules of progression to a maximum of Accomplished Level 2-2.

Where they are employed on or after 1 July 2006, they shall commence at the rate prescribed for Graduate Level 1-1A.

- 2.1.4** ECT (Primary) who obtain a minimum equivalent further one year of full-time tertiary early childhood studies shall be entitled to access the rates set out for ECT and will translate in accordance with clause 2.7.2 provided that the combined qualifications of the employee after obtaining the additional qualifications are equivalent to those noted in 2.1.1.
- 2.2 ECT Incremental Progression Within Each Classification - Professional Development and Enhancement Program (PDEP)**
- 2.2.1** Progression through the levels within a classification range (Graduate, Accomplished or Exemplary) shall be on the basis of the completion of 12 months service and the required quantum of professional development as provided in 2.3.3.
- 2.2.2** From the date of certification of this Agreement, in determining the total time to qualify as service for the next increment in the case of an Early Childhood Relief Teacher as defined, including a Replacement Employee, periods of employment of less than four weeks in anyone kindergarten shall not be taken into account.
- 2.3 Professional Development and Enhancement Program**
- 2.3.1** A shared contribution to professional development shall be consistent with the principles in clause 15 of this Agreement, and both employees and employers will contribute to the achievement of agreed professional development objectives.
- 2.3.2** It is acknowledged that teachers make a contribution of their own time and resources and that in addition to the provision of paid time for teachers to undertake professional development, as provided at 2.3.5 and 2.3.12 an employer may reimburse or meet part or all of the costs of professional development.
- 2.3.3** Full-time employees shall be required to complete four days of professional development activities in the 12 months immediately preceding their incremental anniversary date (pro-rata part-time employees). These obligations shall continue apply to employees who have reached the top of their respective classification.
- 2.3.4** The four PDEP days shall include two child-free days.
- 2.3.5** The determination of professional development activities undertaken on the two child-free days shall be established within the context of the objectives contained within employees' professional development and enhancement plans.
- 2.3.6** An employer may utilise one of the two childfree days for a formal professional development activity such as an employee conference the scheduling of which shall be determined in consultation with employees. Employees will be expected to attend the employer's professional development day if it is the employees' allocated child-free day. The employer when determining the program for that day shall consider the professional development objectives of their employees.
- 2.3.7** An employee, when determining the professional development activity for the second child-free day, may choose to participate in additional employer provided professional development of the nature referred to on 2.3.6 should this be available. However they are not obliged to do so and may participate in other professional development activities that meet their agreed professional development objectives in consultation with the employer.
- 2.3.8** As part of the PDEP, employees should identify professional development and enhancement activities to be undertaken which relate to their identified objectives determined in consultation with the employer support their learning and improve their capacity to undertake their role effectively.

- 2.3.9** In establishing their plan and identifying appropriate professional development and enhancement activities, the employee shall, where applicable, take into account:
- (a) their professional and work related goals;
 - (b) their professional learning and training need in the context of skill development and acquisition and the teacher standards;
 - (c) the particular needs of the children and families within the service; and
 - (d) the organisational needs of the employer.
- 2.3.10** The employee shall prepare their PDEP within three months of their incremental anniversary date each year, a copy of this plan shall be provided to the employer for approval, and the employer shall record their endorsement of the PDEP.
- 2.3.11** An employee, when scheduling one or more of the child-free days, shall advise the employer of the professional development activity they seek to undertake and seek the employer's approval of the scheduling of that day(s) to ensure that the professional development does not interrupt the kindergarten program. Approval shall not unreasonably be withheld.
- 2.3.12** In scheduling the remaining professional development activities the employee may use unpaid time but may also use paid time by agreement with the employer.
- 2.3.13** Prior to the end of the PDEP cycle the employee shall provide evidence to the employer of the completion of the required professional development.
- 2.3.14** The employer shall confirm in writing to the employee their successful completion of requirements leading to an incremental progression.
- 2.3.15** Where an employee changes employment during the course of their incremental year, the employee shall provide to their new employer a copy of their PDEP plan approved by the former employer as well as details of all professional development and enhancement activities already undertaken. The new employer shall ensure that the PDEP plan of the teacher accommodates their organisational needs. The PDEP plan remains in force for the remainder of that incremental year. Provided further, that the new employer may request a revised PDEP plan be submitted within a three month period in which case the employee shall retain full credit for all professional development and enhancement activities completed under the PDEP plan with the former employer.
- 2.3.16** Where an employee fails to complete the required quantum of professional development within the relevant period, their incremental progression may be deferred for periods of up to three months at a time in order to provide the opportunity for the employee to complete the required professional development. Any deferral should be documented by the employer in writing and a copy provided to the employee. On the completion of the required professional development the increment shall proceed from that date after suitable documentary evidence is provided to the employer. This date becomes the employees' new incremental anniversary date.
- 2.3.17** Situations may arise where the failure to undertake the required quantum of professional development may be for reasons beyond the control of the employee and which directly affect the capacity of the employee to undertake their professional development activities, such as, but not limited to, extended absences on paid sick leave. In such cases where requested by the employee in writing within three months of the end of the incremental year, the employer will provide the employee with an opportunity to

undertake the quantum of professional development within a further period of three months from the date of the employer giving its approval. Provided the employer subsequently deems the employee to have met the requirements within the agreed extended time period, any increase in wage rates will be backdated to the employee's incremental anniversary date.

2.3.18 Situations may arise where employees are unable to undertake the required quantum of professional development due to continuous paid absences of illness or injury during the entire incremental year. In this case the employer will seek to ensure the employee is not disadvantaged in relation to an entitlement to increment.

2.3.19 Where an employee feels aggrieved about any decision undertaken throughout the process outlined in this clause, the employee may appeal that decision through the processes as provided within clause 23 - Prevention and Settlement of Disputes.

2.4 Provisions for Relief and Replacement ECT Incremental Progression Within Each Classification - PDEP

2.4.1 In order to determine the relevant quantum of professional development for a Relief ECT the incremental year will be divided into two six month periods of service, 1 January - 30 June and 1 July - 31 December.

2.4.2 The quantum of professional development to be completed by a Relief ECT in each six month period shall be based on the average weekly hours of service in the immediately preceding six month period.

2.4.3 In order to fulfil the provisions of this clause, a Relief ECT shall maintain a log of service for each period of employment, including the name of the service, dates of commencement and cessation of employment and hours of employment.

2.4.4 Evidence of eligibility for increment entitlements shall be provided by Statutory Declaration by the teacher concerned.

2.5 ECT Incremental Progression - Progression Between Classification Levels

On approval of this Agreement, teachers will automatically progress from Graduate to Accomplished without the need for validation. The Validation process, as detailed in this clause, will still apply for any progression beyond Accomplished.

Application Process

2.5.1 No more than six months prior to their eligibility for reclassification, a teacher may submit a 'Notice of Intention' to apply for validation. A copy of the notice shall be provided by the teacher to the employer.

2.5.2 The teacher will prepare all relevant evidentiary material and documentation pertinent to the standards for the classification into which they seek to be reclassified. This information shall be included with the 'Application for Validation' to detail how the required standards have been met.

2.5.3 The teacher shall complete and submit the 'Application for validation' no less than three months prior to their incremental anniversary date.

2.5.4 The teacher may withdraw the application at any time and they shall advise the employer in writing of their decision.

2.5.5 A validator shall undertake a review of the material provided by the teacher in the context of the relevant standards. Once the application, including the supporting material, has

been assessed the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating their recommendation and provide a copy to the employer.

- 2.5.6** The employer shall consider the teacher's 'Application for Validation' and the validator's recommendation, and complete the 'Employer Section' of the 'Application for Validation', indicating their view, and return it to the validator within 21 days of the date it was received by the employer.
- 2.5.7** Where the recommendations of the validator and the employer unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted from their incremental anniversary date.
- 2.5.8** Notwithstanding the provisions of 2.5.7 where an 'Application for Validation' is submitted less than three months prior to the teachers' incremental anniversary date, reclassification and the associated salary adjustment shall be delayed by the same period.

Extensions of time

- 2.5.9** A once only extension of time of up to four weeks may be provided by a validator where, having considered the 'Application for Validation', the validator determines that particular requirement(s) have not been met by the teacher. Confirmation of the extension of time shall be provided in writing by the validator to both the teacher and the employer.
- 2.5.10** Where an extension of time is provided, the validator shall provide the teacher with specific information and reasons about the particular standard(s) that have not been met and the teacher shall address these specific issue(s).
- 2.5.11** On or before the expiry of the extension period, the teacher shall provide to the validator a second submission of evidence to support their application for reclassification.
- 2.5.12** The validator shall undertake a review of the second submission provided by the teacher in the context of the particular standard(s) previously determined not to have been met.
- 2.5.13** Having determined whether, in their view, the teacher has now met the standards, the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating the validators' recommendation and provide a copy to the employer.
- 2.5.14** The employer shall consider the teacher's 'Application for Validation' and the recommendation of the validator, complete the 'Employer Section' of the 'Application for Validation', indicating their view, and return it to the validator within 21 days of the date it was received by the employer.
- 2.5.15** Where the recommendations of the validator and the employer unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's incremental anniversary date shall be adjusted by the period of the extension of time and the salary increased from that date.

Non-unanimous Recommendations for Reclassification

- 2.5.16** In the case where the recommendations of the validator and employer are not unanimous, a second validator shall undertake a site visit and determine whether, in the second validator's view, the requirements in dispute have been met.
- 2.5.17** Following the site visit, where in the view of the second validator the requirements for reclassification have been met, the second validator will endorse the 'Application for Validation' and forward a copy to the employer.

- 2.5.18** The employer shall reconsider the teacher's 'Application for Validation' and the second validator's endorsement, complete the 'Employer Section' of the 'Application for Validation', indicating their view, and return it to the second validator within 21 days of the date it was received by the employer.
- 2.5.19** Where the recommendations of the second validator and the employer unanimously endorse the application for reclassification, the second validator shall confirm the successful reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted and, provided the application was made by the teacher within the prescribed timeframes prior to the incremental anniversary date, backdated to the teacher's incremental anniversary.
- 2.5.20** Where in the view of the second validator the requirements for reclassification have not been met, the second validator will advise the teacher and employer in writing.
- 2.5.21** In the circumstances as provided by 2.5.20 the teacher shall not be eligible to reapply for reclassification for six months from the date of the second validator's decision.
- 2.5.22** Where the recommendations of the validator and the employer are not unanimous the matter will be determined by the Validation Resolution Committee (VRC).
- 2.5.23** The VRC shall attempt to resolve disputes where an employer does not approve an application made by an early education teacher for validation to the next classification level but whose application is endorsed by the validator. In the absence of agreement, the Chair of the VRC will make a determination in the matter by way of recommendation which shall be accepted. In performing this function, the Chair will inform themselves of the relevant matters in such manner as they consider just. No appeal under the *Fair Work Act 2009* or otherwise will be available against the determination of the Chair.
- 2.5.24** Where the recommendations of the validator and employer are not unanimous the matter will be determined by the VRC.

2.6 ECT – Application of Incremental Range Following Re-employment

From the date of approval of this Agreement, an ECT who has been away from the teaching field shall return on the classification level at the time of resignation.

2.7 Proof of Qualification and Movement to Appropriate Increment Range

- 2.7.1** ECT who hold a three year qualification who are employed within the ECT classification (Graduate or Accomplished Levels) and who produce proof of their successful completion of a course leading to a four year ECT Degree or equivalent as approved by the Victorian Branch of Early Childhood Australia shall be entitled to move to the next level in the ECT classification from the date upon which this proof was produced to the employer.

Provided however that where movement to the next level in the ECT classification would require reclassification to the next range, progression shall be subject to the successful completion of the validation process as provided for in clause 2.5. Further they shall be eligible to progress to Exemplary Level 3-4.

- 2.7.2** ECT (Primary), who hold a qualification described at 2.1.3 and are employed within the ECT classification (Graduate or Accomplished Level up to a maximum 2-2), who produce proof of their successful completion of a course leading to a four year ECT Degree or equivalent as approved by the Victorian Branch of Early Childhood Australia shall be entitled to move to the next level in the Early Education Teacher classification from the date upon which this proof was produced to the employer. Further they shall be eligible to progress under the provisions of clauses 2.3 and 2.5 to Exemplary Level 3-4.

2.7.3 For the purposes of this clause, official notification from a tertiary institution that the required subjects of the appropriate qualification have been completed shall be taken as proof of holding that qualification.

2.8 Emergency teachers

Hours of duty shall be determined according to the following:

- time allocated as Teaching Time; plus
- time allocation for Non-teaching Time this being 25% of Teaching Time to undertake Program Support functions.

At the expiration of a four day period, if the teacher is to remain in the same position they will be employed and paid as a Relief ECT.

2.9 Additional Hours – Permanent part-time ECT

2.9.1 A permanent part-time teacher is engaged in a permanent position to work less than full-time hours in accordance with this Agreement.

2.9.2 A permanent part-time teacher may agree, but shall not be compelled, to work additional hours for the employer to provide emergency replacement up for a period of up to and including four days provided that in doing so their hours do not exceed the equivalent of a full-time employee.

2.9.3 Hours of duty shall be determined according to the following:

- time allocated as Teaching Time; plus
- time allocation for Non-teaching Time this being 25% of Teaching Time to undertake Program Support functions.

2.9.4 At the expiration of a four day period, if the Teacher is to remain in the same position, they shall be employed and paid as a Relief ECT.

2.9.5 A teacher undertaking additional hours as an emergency teacher under the provisions of this clause shall be paid at their normal rate of pay (according to Appendix 6) with a 25% loading. This loading shall be in lieu of entitlements to annual leave, annual leave loading, carers leave, bereavement/compassionate leave and personal sick leave whilst undertaking the position of an emergency teacher.

Provided however any such payment shall not be at a rate lower than that applicable to an employee engaged under the provisions of clause 1.3.1 and 2.8.

2.10 Relief ECT and Replacement Employee

A Relief ECT, as defined at 1.3.2, including a Replacement Employee, shall be paid at the rate of their salary entitlement as specified in Schedule 1 and shall be entitled to pro-rata benefits to annual leave, annual leave loading, carers leave, bereavement/compassionate leave and personal sick leave, provided that the employer may pay the employee a 25 % loading on the employee's salary entitlement. Such loading shall be in lieu of the benefits aforementioned.

3. Saturday Work Rates – ECT

Work ordinarily performed on a Saturday by an ECT shall be paid for at the rate of time and one half for the first three hours and double time thereafter, with a minimum payment of not less than three and one quarter hours at such rates.

4. Allowances and Reimbursements

4.1 Meal Allowance

An employee required to work on Saturday for longer than four hours or in excess of nine continuous hours on any day or after 6:00pm shall either be paid an amount equivalent to 1% of the weekly Graduate 1-1A rate or supplied with a meal.

4.2 Protective Clothing

Where protective clothing or a uniform is provided in lieu of payment by the employer such protective clothing or uniform shall remain the property of the employer and shall be replaced by the employer at no cost to the employee when it becomes unserviceable. Where an employer provides protective clothing or uniform, such protective clothing shall be returned to the employer on termination.

4.3 Police Checks

Where an employer requires an existing employee to undergo a police check in order to comply with the provisions of any relevant legislation, government guidelines or funding criteria, the employer shall pay the full cost of the police check. The police check will, after the employer has noted the number and sighted the document, be the property of the relevant employee.

4.4 Travel Reimbursement

An employee who is authorised by the employer to use their own motor vehicle in the course of their duties shall be reimbursed for such travel at the rates prescribed from time to time by the Australian Taxation Office.

Where an employee is required to utilise their vehicle for work purposes they shall be reimbursed for all additional kilometres travelled in order to fulfil that duty including payment for the forward and return journey. The provisions of this clause shall not apply to journeys to and from work except where any of the authorised activities are conducted at the workplace and require an additional journey in order for the employee to undertake them.

For the purpose of this clause the employer may authorise activities such as, but not limited to, the following to be regarded as 'in the course of their duties': attendance at committee meetings scheduled outside the employees' normal rostered hours of employment; home visits; travel between various work locations with the same employer on the same day; authorised meetings, in-service, professional development during work time (which shall include rescheduled time); and for the purchase of materials and equipment.

4.5 ECT in Charge

An ECT in Charge shall receive an additional amount per week being 4 % of the rate of pay prescribed for an ECT on Graduate Level 1-1A. This amount shall be payable while two or more units are operating, and for any period of four weeks prior to the commencement or resumption of any unit.

5. Hours of Work

5.1 Weekly Hours

For full-time ECT the hours of a week's work will be 38 hours and pro-rata for part-time employees.

5.2 Total Hours of Employment

(a) The total hours of employment for an ECT consist of:

- Teaching time, and
- Non teaching time, and

- Management Support/Ancillary (where allocated).
- (b) The employer will determine the duties to be allocated to an employee and the time to perform the duties, including teaching and non-teaching duties.
- (c) The employer shall provide in writing to the employee a statement of the employee's total paid hours into Teaching time, Non-teaching time and, where allocated, Management Support/Ancillary time.

5.3 Implementation of Arrangement of Hours

In implementing the Arrangement of Hours, the employer shall continue to give priority to increasing the teaching time of employees over any options available under this Agreement. However, the employer may elect to allocate identified Management Support/Ancillary functions in accordance with this clause.

The effect of the changes to maximum contact hours for teachers, as provided for in this Agreement will not result in a reduction of the existing workforce, including no reduction in existing time fractions of teachers.

Whilst generally the provisions of the Arrangement of Hours will be applied across the 38 hour week, it may be applied across a 76 hour fortnight provided that the specified proportions of Teaching and Non-teaching time are maintained.

5.4 ECT – Teaching and Non-teaching

- (a) The employer shall recognise the professional responsibility of an employee to determine the specific functions and time management within these hours of working in order to provide a quality educational program for children.
- (b) In order to undertake tasks related to teaching, an ECT appointed by an employer to be responsible for the planning and implementation of the early childhood education program, will be entitled to 30 minutes non-teaching time to a maximum of 12.5 hours per week in addition to each hour allocated to teaching time to a maximum of 25.5 hours per week.
- (c) Non-teaching time shall consist of at least one rostered two hour block of time per week for a full-time ECT and pro-rata for a part-time ECT.

5.5 ECT – Management Support/Ancillary

Where an employer decides to allocate Management Support/Ancillary functions, a written list of those functions shall be provided to the employee and an appropriate time allocation will be made. Where these functions or time allocations change, the employer will update this list of functions provided to the employee. Where required the necessary training shall be provided during paid time or in accordance with clause 7.4.

6. Allocation of Hours for Organisational Activities

ECT shall be entitled to a maximum of two child-free days each preschool year for full-time employees and pro-rata for part-time without deduction of pay. These days form part of the employee's ordinary hours of work and are to be used for organisational activities as approved by the employer.

These days will normally be allocated as:

- one day at the start of the preschool year.
- one day at the end of the preschool year.

The child-free days may be rescheduled, by agreement between the employee and employer.

7. Group Sizes and Caseload

7.1 Preamble

The parties agree that parameters should be established regarding the maximum number of children for whom a teacher is responsible in a week or fortnight in kindergarten programs. They recognise that:

- High quality programs are characterised by the quality and frequency of the teacher/child interactions and by the individualised planning by the teacher for those children;
- There can be an inequity of workload for teachers due to factors such as the length of child contact hours, expansion of three year old groups and the need for centres to ensure they offer a viable and affordable service; and
- An inequity of workload can exist for Early Education Teachers due to such factors, and have established maximum caseloads for Early Education Teachers.

7.2 Group Size

The group size for an ECT shall:

- (a) not exceed 33 four year old children in any one group;
- (b) not exceed 22 three year old children in any one group;
- (c) consider registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.

7.3 Caseloads for full-time ECT

7.3.1 Employed in four year old kindergarten programs.

The caseload for a full-time an ECT with responsibility solely for a four year old kindergarten program shall not exceed 66 children.

7.3.2 Employed in both four and three year old kindergarten programs.

The caseload for a full-time ECT with responsibility for both four year old and three year old kindergarten program groups shall not exceed 75 children.

7.3.3 Caseloads for part-time ECT

- (a) The caseload for part-time ECT shall be determined in accordance with the caseload range taking into account the recommended ratios.
- (b) The caseload for a part-time ECT with responsibility solely for one four year old kindergarten group shall not exceed 33 children and may be set within the range of 27 - 33 children.
- (c) In establishing the caseload of an ECT, within the caseload range the employer may take into account factors such as registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.
- (d) Caseload Range

Hours of Work	Only Four Year Old Kindergarten Groups	Both Four and Three Year Old Kindergarten Groups
28.5 to 38 hours	45 to 58 children	56 to 74 children
19 to 28.5 hours	33 to 44 children	38 to 56 children
9.5 to 18.5 hours	15 to 29 children	19 to 37 children

- (e) The caseload for a part-time ECT working solely with four year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 38 minutes employment for each enrolled child.
- (f) The caseload for a part-time ECT working both with four year old and three year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 30.4 minutes of employment for each enrolled child.
- (g) Notwithstanding clause (f) above, where a part-time ECT has responsibility for one four year old kindergarten group and one three year old kindergarten group attending once per week for less than four hours per week, the recommended ratio of 23.75 minutes may be utilised.

7.3.4 Variations

- (a) Caseloads may be varied where there is agreement by the employer and employee or in circumstances such as isolated/rural centres and service viability.
- (b) Where a variation occurs the details of the variation shall be documented and a copy provided to the employee(s).

7.4 Rescheduling of Hours of Work

7.4.1 Where an employer requires an ECT to attend one of the following professional meetings and this cannot occur during the employee's rostered hours of work, the employee may elect to reschedule hours other than Teaching time. This will normally occur within four weeks of the meetings listed below. Unless otherwise agreed by the employer and employee, approved meetings for the purposes of this clause are:

- professional consulting meetings with specialist children's services professionals relating to the needs of a particular child who attends the kindergarten program;
- professional meetings with regional teachers;
- employee meetings organised by the employer.

7.4.2 The employee shall obtain the prior consent of the employer in the rescheduling of this noncontact time component of their ordinary hours of work which shall be taken as one hour of noncontact time for each hour required in attendance at the above meetings.

Where the employer allocates Management Support/Ancillary functions which require training, rostered hours of work may be rescheduled in accordance with this clause.

7.4.3 Where an employee genuinely reaches agreement with an employer to vary the provisions of the break between attendance times or in relation to the break from teaching duties the balance of time referred to in these clauses shall be rescheduled within the week in which the variation occurs.

8. Meal and Other Breaks

8.1 Between Attendance Periods

- (a) Where one teacher works two consecutive attendance periods with different groups of children in anyone day, there shall be a break of not less than 60 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (b) Where there are two teachers working consecutive attendance periods with different groups of children in anyone day, there shall be a break of not less than 45 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (c) Provided that where an employee genuinely agrees with the employer to a break of no less than 30 minutes between the conclusion of one attendance period and the commencement of

another attendance period, the provisions of (a) or (b) above shall not apply and the balance of the time prescribed in (a) or (b) above shall be rescheduled in accordance with clause 7.4.3.

In order to allow for genuine agreement to occur, the employer shall give the employee no less than two weeks written notice outlining the details of the proposal for their consideration. Such agreements may not exceed a preschool year at any one time, and shall be subject to review by the parties.

8.2 Breaks from Teaching Duties

- (a)** No teacher shall work for longer than five and a half hours from commencement of work, without a break from teaching duties of 45 minutes duration.
- (b)** Where a teacher genuinely agrees with the employer to a break from teaching duties of no less than 30 minutes duration, the balance of the time prescribed in (a) above shall be rescheduled in accordance with clause 7.4.3.

In order to allow for genuine agreement to occur, the employer shall give the employee no less than two weeks written detailed notice of the proposal for their consideration. Such agreements may not exceed a preschool year at any one time, and shall be subject to review by the parties.

- (c)** Provided further that where a teacher genuinely agrees with the employer to delay the break from teaching duties to no later than six hours from the commencement of work, the provisions of (a) above shall not apply.

In order to allow for genuine agreement to occur, the employer shall give the employee no less than two weeks written notice outlining the details of the proposal for their consideration. Such agreements may not exceed a preschool year at any one time, and shall be subject to review by the parties.

- (d)** During the break from teaching duties, employees will undertake non-teaching duties or management support functions as allocated by the employer and this break shall count as time worked. Provided that where non-teaching duties or management support functions are not undertaken, or the employee elects to have an unpaid break, then this break shall not count as time worked.

8.3 Documentation of agreed variations

Where an employee genuinely agrees with the employer to a variation of the provisions governing breaks, details of such agreement including the period for which it shall apply, shall be documented and signed by the employer and the relevant employee who shall then be provided with a copy of the agreement.

8.4 Withdrawal Period

During the seven calendar days following the signing of an agreement the employee shall have the opportunity to review the impact of the variation.

At any time during this seven day period the employee may rescind their agreement to the variation by notifying the employer in writing and providing a copy to the relevant nominated employee representative. At the conclusion of the seven day period and in the absence of such written notification by the employee rescinding their agreement, the agreed variation shall be implemented.

This review period shall not apply to subsequent decisions by the employer and employee to extend the agreement for a further period.

9. Annual Leave

- 9.1** A full-time or part-time ECT, except those on leave without pay shall be entitled without deduction of pay, to term holidays as set by the Department of Education.

- 9.2** Where seasonal community needs require, term dates may be rescheduled provided that such rescheduling of holiday periods shall be by agreement between the employer and the employee. Nothing in this clause lessens the quantum of leave or the duration of the blocks of leave to be taken.
- 9.3** An ECT employed in a long day care centre, shall be entitled to the same quantum of leave as provided in school holidays as gazetted by the Department of Education.
- 9.3.1** Such leave, if not taken as specified in clause 9.1 may be taken as follows:
- (a)** One block of four weeks during the Christmas/New Year school holidays period (unless rescheduled by mutual agreement); and
 - (b)** 11 Programmed Days Off being one in each four week period; and
 - (c)** the balance to be taken by mutual agreement but in no less than single day periods. Provided that where mutual agreement cannot be reached on the scheduling of the balance of days they shall be taken during the school holidays as gazetted.
- 9.3.2** Provided further however that by mutual agreement, reviewed annually, an employee may agree to the buyout, all or in part, of the leave in excess of the four week period as at 9.1 above. Buyout shall mean that the teacher may work through the agreed period of the term break and shall be paid salary at double time for such period.
- 9.3.2** Payment for the holidays mentioned in clause 9.1 hereof shall be paid in advance on the last day of first, second, third and fourth terms provided that where payment is made by electronic funds transfer, payments in respect of holidays may be made throughout the period of leave in accordance with the normal pay arrangement. Provided further that where an employee requests payment in advance in accordance with the provisions of this clause, then such payment shall be made.
- 9.5** Notwithstanding anything elsewhere contained in this clause, when an ECT is employed for part only of the calendar year, on termination or at the conclusion of the calendar year that employee shall be paid at the current wage rate applicable to them and in addition to all other amounts due, an amount for accrued pro-rata holiday entitlement.
- 9.6** The following formula shall be used to calculate the pro-rata holiday entitlements:
- | | | | | |
|---|---|---|---|------------------------------------|
| <u>No. of weeks worked by
teacher during term time</u> | x | Weeks of term
<u>holidays</u> | = | teacher
entitlement
in weeks |
| No. of weeks of term time per
annum | | | | |
- 9.7** This entitlement shall be reduced for any annual leave which has already been paid to the employee during the year.
- 9.8** Any outstanding balance remaining shall be the pro-rata holiday entitlement expressed in weeks and paid at the current weekly wage rate applicable immediately prior to termination or commencement of leave.
- 10. Annual Leave Loading**
- 10.1** In addition to the entitlements to annual leave prescribed in this Agreement, all full-time and part-time ECT shall be entitled to an annual leave loading of 17.5%, calculated on the "years level" applicable to the individual employee.
- 10.2** Such loading shall be applied on a maximum of four weeks' annual leave or the entitlement calculated under clause 9.6, whichever is the lesser.

10.3 Annual leave loading shall be payable during December of each year and no later than the last pay day prior to the commencement of leave, or on termination of employment.

11. Public Holidays

11.1 Any full-time or part-time employee shall be entitled to the following holidays as prescribed in Victoria without loss of pay:

* New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and One other day to be specified according to State or locality or on some other basis.

11.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

11.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

11.4 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.

11.5 Where Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on a substitute day if prescribed by the State Government.

11.6 Melbourne Cup Day or by agreement a local substituted day.

11.7 Where the State or locality declares or prescribes public holidays on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.

11.8 An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees within the employer who are covered by this Agreement shall constitute agreement. Such agreement shall be recorded in writing and be made available to every affected employee.

12. Bereavement/Compassionate Leave

12.1 Immediate Family or Household

The entitlement to use bereavement leave/compassionate leave in accordance with this clause is subject to the person being either:

- a member of the employee's immediate family; or
- a member of the employee's household;

12.2 An employee is entitled to three days paid leave on each occasion if a member of the employee's immediate family or household dies or is seriously ill.

12.3 Each day or part of a day used under this clause is deducted from the amount of bereavement/compassionate leave under clause 12.2.

12.4 In the case of the death of a family member such leave shall be up to and including the day of the funeral. If requested, proof of a death of a relative shall be furnished by the employee to the satisfaction of the employer. In the case of serious illness, the employee shall furnish the employer with a medical certificate stating that a serious illness is occurring within the family. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

12.5 By agreement with the employer, an employee may take unpaid bereavement leave in addition to the three days paid leave as provided at 12.2.

13. Carer's Leave

13.1 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 sick leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

13.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

13.3 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.

13.4 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.

13.5 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. 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.

13.6 Each day or part of a day of carer's leave taken in accordance with this clause of this clause is to be deducted from the amount of personal sick leave provided in clause 15 of this Agreement.

13.7 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal sick leave for the purposes set out in this clause, beyond the limit set out in clause 13.1 In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

13.8 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.

14. Caring Responsibilities – Casual Employees

The entitlements of casual employees in relation to caring responsibilities are set out below.

14.1 Subject to the evidentiary and notice requirements in 12.4 and 13, 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 of an immediate family or household member.

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

14.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

15. Personal Sick Leave

- 15.1** A full-time employee, unable because of personal sickness or accident including a dental disability, excluding admitted WorkCover liability to perform duties shall normally be entitled to be absent from work for 228 hours in the first two years of employment with an employer and 114 hours in the third and subsequent years of employment with an employer without deduction of pay.

Provided that, where an employee changes employers within the first two years, that no employee shall receive more than two years entitlement of sick leave in the first two years of employment, notwithstanding the number of employers. Provided further that where an employee changes employer within the third and subsequent years of employment, that no employee shall receive more than a years entitlement of sick leave in anyone year, notwithstanding the number of employers.

A part-time employee shall be entitled to a pro-rata of the full-time entitlement based on the hours worked. That is, for each year of service, a total of three times the number of hours normally worked by the part-time employee in a week.

- 15.2** For each period of sick leave which exceeds 22.8 working hours, a satisfactory certificate by a duly qualified medical practitioner or dentist shall be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner or dentist, the cause of the absence and the probable duration.

Where the employer has reasonable grounds to suspect abuse of the sick leave provisions the employer may require the employee to establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

- 15.3** Where an employee is absent due to personal illness or injury they shall notify the employer of such absence as soon as is practicable within the first part of what would have been their normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first part of such absence the employee shall inform the employer within 24 hours of the commencement of such absence.

- 15.4** Provided further that for any absences, either the working day before or the working day after a public holiday, an employee shall be required to provide a certificate of a duly qualified medical practitioner or dentist.

- 15.5** An employer shall not withhold payment of sick leave until all reasonable steps have been taken to investigate the employee's lack of advice regarding their absence from duty. Such an investigation must provide the employee with the opportunity to give reason as to why notification was not given.

- 15.6** The employer must provide and inform employees of the procedure for the notification by employees of their inability to attend work due to sickness or injury. All such notifications, as well as records of time taken by the employee, shall be kept by the employer.

- 15.7** If the full period of sick leave as prescribed is not taken in any one year, such portion as is not taken shall be fully cumulative.

16. Infectious Disease Leave

- 16.1** An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to infectious disease leave in accordance with the following scale. This leave shall not be debited against sick leave credits.

Where a medical practitioner certifies that an employee carrying out duties as an ECT has contracted an illness as a direct result of exposure to a prescribed infectious disease during the course of the employee's duties, the employee shall be entitled to additional infectious disease leave with full pay as prescribed by the medical practitioner subject to the following conditions.

16.2 Prescribed infectious diseases and required periods of additional leave are:

<u>5 Days Paid Leave</u>	<u>10 Days Paid Leave</u>	<u>As decided by Medical Practitioner</u>
<ul style="list-style-type: none">• German Measles (Rubella)• Chicken Pox (Varicella)• Influenza	<ul style="list-style-type: none">• Measles (Morbilli)• Mumps (Parotitis)• Scarlet Fever• Whooping Cough	<ul style="list-style-type: none">• Rheumatic Fever• Hepatitis

16.3 This leave shall not be debited against sick leave credits. A medical certificate must accompany the application for leave, specifying the name of the disease and the period of absence.

17. Roles and Responsibilities ECT

17.1 Graduate Teachers

Level 1 Teachers are new entrants to the teaching profession who have been prepared in their preservice training to be competent teachers.

The focus of a Graduate Teacher is on implementing an effective educational program that supports children's learning and development. They utilise their knowledge of pedagogy, child development and curriculum, teaching, learning and assessment theories. Graduate teachers also focus on the further development of their knowledge, skills and competences to refine their practice to become effective practitioners. They will actively seek support from colleagues to assist the development of their knowledge, skills and competencies.

Graduate Teachers are responsible for developing and maintaining positive relationships with parents that encourage their participation in and contribution to their child's education. Teachers provide meaningful information to parents about their child's progress and support parents to be involved in their child's early education. Teachers at this level also have responsibility for working positively with other employees and provide supervision and support, where required within the organisational structure. They also seek opportunities to work collaboratively with colleagues, other members of the profession and others in the community who contribute to the child's educational or developmental progress and wellbeing. They should also begin to identify the relevant local community linkages and resources and commence to form contact with these links.

Graduate Teachers also have organisational and administrative skills, including an understanding of the service's policies & procedures, in order to manage non-teaching duties and have responsibility for fulfilling their legal responsibilities and accountability requirements. They contribute appropriately to the effective management of the service.

17.2 Accomplished Teachers

Level 2 Teachers are skilled teachers who have established their teaching practice. Teachers at this level will demonstrate a high level of knowledge and practice to utilise a range of teaching, learning and assessment strategies to purposefully enhance the learning of individual children.

Accomplished teachers consistently evaluate and reflect upon their practice and the educational outcomes of children with a view to improving their practice.

Accomplished teachers maintain a contemporary knowledge of educational theories and issues and consistently seek out opportunities to enhance their skills through professional development, engagement with colleagues and more knowledgeable peers and other relevant professionals.

Teachers at this level display a high level of professional behaviour by sharing with other teachers their knowledge and expertise in teaching approaches and child development via strategies such as mentoring.

They will actively participate in discussions to promote better practices and outcomes with a range of audiences and groups. At this level, in order to enhance the learning and wellbeing of children and families, accomplished teachers extend their contribution by actively encouraging the involvement of parents and by seeking to establish positive relationships and links with other service providers and community groups.

17.3 Exemplary Teachers

The focus of the Level 3 Teacher is on pedagogical excellence and demonstration of expert teaching skills. They will be able to demonstrate comprehensive knowledge and practice reflected by developing innovative programs of curriculum. They will be responsive to emerging trends and issues within early childhood education, their service and the community.

Level 3 Teachers are engaged in ongoing professional learning which informs and influences their practice. It is expected that teachers at the exemplary level will complete four days of professional development each year, at least half of which is related to the implementation of new statewide initiatives such as, but not limited to, the 0-8 years early childhood learning framework and kindergarten – school transition plans.

Level 3 Teachers provide educational leadership within the centre/service and they contribute to the professional growth of others. They model outstanding professional behaviour and work consistently to strengthen and initiate improvements to the quality of programs and service provision. They will take a leading role in sharing knowledge of teaching approaches and child development to support peers. They will take a leading' role in providing mentoring support for Level 1 Teachers, either on site, or through network arrangements. They actively seek opportunities to promote and strengthen links with other relevant services.

Level 3 Teachers provide expert advice and support to parents and the broader community in the development and delivery of early childhood education. They also actively pursue opportunities to advocate on behalf of children and for the development and delivery of early childhood education by working collaboratively and effectively with appropriate groups in the broader community. At this level Level 3 Teachers play a significant role in leading and supporting the achievement of the improved outcomes for kindergarten programs determined by statewide and federal priorities.

APPENDIX 5 – CLAUSES SPECIFIC TO POOL EMPLOYEES**1. Ordinary hours of work**

Ordinary hours of work are 38 per week. Days on which ordinary hours can be worked are Monday to Sunday. The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 5:00am and 10:00pm. An employee may work ordinary hours outside of the span provided in this clause, provided the employee is paid overtime rates in accordance with this Agreement.

2. Classifications

From the commencement of this Agreement pool employees will be specifically classified and paid the following hourly rate, to which subsequent Agreement increases will apply.

Classification	July 2025	July 2026	July 2027
Lifeguard	\$26.40	\$27.46	\$28.51
Pool Supervisor	\$27.45	\$28.51	\$29.56

3. Junior rates

Junior rates of pay will apply to all employees employed at the pools as follows:

Under 17 years	55%
17 years	65%
18 years	75%
19 years	85%
20 years	95%

4. Breaks

An employee will not be required to work more than five hours without receiving an unpaid meal break of 30 minutes.

Should an employee be requested to work during the meal break, where a replacement employee is not reasonably available, the employee may take their meal break at a later agreed time or otherwise be paid for the meal break.

5. Weekends

Employees will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5:00am and 10:00 pm. All other weekend hours for such employees will be paid at overtime rates as per this Agreement.

6. Public Holidays

Pool employees required to work on a public holiday will be paid at the rate of double time and a half for the actual hours worked.

7. Qualifications

Council will pay for all required qualification updates, for current pool employees.
Payment for working with children checks will be the responsibility of the employee.

8. Uniforms

Pool employees will be provided with polo shirt/s and hat. These are to be worn at all times during shifts.

APPENDIX 6 – WAGE RATES**All Employees (except Depot, Kindergarten Teachers, Nurses and Pool Employees)**

BAND	YEAR 1 - 1 JULY 2025			YEAR 2 - 1 JULY 2026			YEAR 3 - 1 JULY 2027		
	3% OR \$40			3% OR \$40			3% OR \$40		
	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
1A	\$ 29.60	\$ 1,124.90	\$ 58,494.80	\$ 30.66	\$ 1,164.90	\$ 60,574.80	\$ 31.71	\$ 1,204.90	\$ 62,654.80
1B	\$ 29.88	\$ 1,135.54	\$ 59,048.08	\$ 30.94	\$ 1,175.54	\$ 61,128.08	\$ 31.99	\$ 1,215.54	\$ 63,208.08
1C	\$ 30.17	\$ 1,146.56	\$ 59,621.12	\$ 31.23	\$ 1,186.56	\$ 61,701.12	\$ 32.28	\$ 1,226.56	\$ 63,781.12
1D	\$ 30.45	\$ 1,157.20	\$ 60,174.40	\$ 31.51	\$ 1,197.20	\$ 62,254.40	\$ 32.56	\$ 1,237.20	\$ 64,334.40
2A	\$ 30.86	\$ 1,172.78	\$ 60,984.56	\$ 31.92	\$ 1,212.78	\$ 63,064.56	\$ 32.97	\$ 1,252.78	\$ 65,144.56
2B	\$ 31.22	\$ 1,186.46	\$ 61,695.92	\$ 32.28	\$ 1,226.46	\$ 63,775.92	\$ 33.33	\$ 1,266.46	\$ 65,855.92
2C	\$ 31.62	\$ 1,201.66	\$ 62,486.32	\$ 32.68	\$ 1,241.66	\$ 64,566.32	\$ 33.73	\$ 1,281.66	\$ 66,646.32
3A	\$ 32.00	\$ 1,216.10	\$ 63,237.20	\$ 33.06	\$ 1,256.10	\$ 65,317.20	\$ 34.11	\$ 1,296.10	\$ 67,397.20
3B	\$ 32.68	\$ 1,241.94	\$ 64,580.88	\$ 33.74	\$ 1,281.94	\$ 66,660.88	\$ 34.79	\$ 1,321.94	\$ 68,740.88
3C	\$ 33.41	\$ 1,269.68	\$ 66,023.36	\$ 34.47	\$ 1,309.68	\$ 68,103.36	\$ 35.52	\$ 1,349.68	\$ 70,183.36
3D	\$ 34.00	\$ 1,292.10	\$ 67,189.20	\$ 35.06	\$ 1,332.10	\$ 69,269.20	\$ 36.11	\$ 1,372.10	\$ 71,349.20
4A	\$ 34.31	\$ 1,303.88	\$ 67,801.76	\$ 35.37	\$ 1,343.88	\$ 69,881.76	\$ 36.43	\$ 1,384.20	\$ 71,978.21
4B	\$ 35.00	\$ 1,330.10	\$ 69,165.20	\$ 36.06	\$ 1,370.10	\$ 71,245.20	\$ 37.14	\$ 1,411.20	\$ 73,382.56
4C	\$ 35.88	\$ 1,363.54	\$ 70,904.08	\$ 36.96	\$ 1,404.45	\$ 73,031.20	\$ 38.07	\$ 1,446.58	\$ 75,222.14
4D	\$ 36.54	\$ 1,388.69	\$ 72,211.73	\$ 37.64	\$ 1,430.35	\$ 74,378.09	\$ 38.77	\$ 1,473.26	\$ 76,609.43
5A	\$ 37.63	\$ 1,429.78	\$ 74,348.78	\$ 38.75	\$ 1,472.68	\$ 76,579.24	\$ 39.92	\$ 1,516.86	\$ 78,876.62
5B	\$ 39.53	\$ 1,502.19	\$ 78,114.05	\$ 40.72	\$ 1,547.26	\$ 80,457.47	\$ 41.94	\$ 1,593.68	\$ 82,871.19
5C	\$ 41.59	\$ 1,580.47	\$ 82,184.61	\$ 42.84	\$ 1,627.89	\$ 84,650.14	\$ 44.12	\$ 1,676.72	\$ 87,189.65
5D	\$ 43.56	\$ 1,655.23	\$ 86,071.99	\$ 44.87	\$ 1,704.89	\$ 88,654.15	\$ 46.21	\$ 1,756.03	\$ 91,313.78
6A	\$ 45.72	\$ 1,737.42	\$ 90,346.08	\$ 47.09	\$ 1,789.55	\$ 93,056.46	\$ 48.51	\$ 1,843.23	\$ 95,848.16
6B	\$ 47.76	\$ 1,814.92	\$ 94,375.93	\$ 49.19	\$ 1,869.37	\$ 97,207.21	\$ 50.67	\$ 1,925.45	\$ 100,123.43
6C	\$ 49.79	\$ 1,892.03	\$ 98,385.44	\$ 51.28	\$ 1,948.79	\$ 101,337.00	\$ 52.82	\$ 2,007.25	\$ 104,377.11
7A	\$ 51.31	\$ 1,949.95	\$ 101,397.65	\$ 52.85	\$ 2,008.45	\$ 104,439.58	\$ 54.44	\$ 2,068.71	\$ 107,572.77
7B	\$ 53.25	\$ 2,023.54	\$ 105,223.98	\$ 54.85	\$ 2,084.24	\$ 108,380.70	\$ 56.49	\$ 2,146.77	\$ 111,632.12
7C	\$ 55.28	\$ 2,100.64	\$ 109,233.48	\$ 56.94	\$ 2,163.66	\$ 112,510.48	\$ 58.65	\$ 2,228.57	\$ 115,885.80
7D	\$ 57.32	\$ 2,178.14	\$ 113,263.33	\$ 59.04	\$ 2,243.49	\$ 116,661.23	\$ 60.81	\$ 2,310.79	\$ 120,161.07
8A	\$ 59.55	\$ 2,263.07	\$ 117,679.89	\$ 61.34	\$ 2,330.97	\$ 121,210.29	\$ 63.18	\$ 2,400.90	\$ 124,846.59
8B	\$ 61.79	\$ 2,348.01	\$ 122,096.45	\$ 63.64	\$ 2,418.45	\$ 125,759.34	\$ 65.55	\$ 2,491.00	\$ 129,532.12
8C	\$ 64.17	\$ 2,438.42	\$ 126,797.94	\$ 66.09	\$ 2,511.57	\$ 130,601.88	\$ 68.08	\$ 2,586.92	\$ 134,519.94
8D	\$ 66.67	\$ 2,533.53	\$ 131,743.67	\$ 68.67	\$ 2,609.54	\$ 135,695.98	\$ 70.73	\$ 2,687.82	\$ 139,766.86

Depot Employees

	July 2025 (3% or \$40)				July 2026 (3% or \$40)				July 2027 (3% or \$40)			
	General	Wage (Wk)			General	Wage (Wk)			General	Wage (Wk)		
Band	Allowance	incl allowance	Wage (HR)	Wage (PA)	Allowance	incl allowance	Wage (HR)	Wage (PA)	Allowance	incl allowance	Wage (HR)	Wage (PA)
Depot												
2A	\$ 88.39	\$ 1,261.17	\$ 33.19	\$ 65,581.08	\$ 91.05	\$ 1,303.83	\$ 34.31	\$ 67,798.97	\$ 93.78	\$ 1,346.56	\$ 35.44	\$ 70,021.01
2B	\$ 88.39	\$ 1,274.85	\$ 33.55	\$ 66,292.44	\$ 91.05	\$ 1,317.51	\$ 34.67	\$ 68,510.33	\$ 93.78	\$ 1,360.24	\$ 35.80	\$ 70,732.37
2C	\$ 88.39	\$ 1,290.05	\$ 33.95	\$ 67,082.84	\$ 91.05	\$ 1,332.71	\$ 35.07	\$ 69,300.73	\$ 93.78	\$ 1,375.44	\$ 36.20	\$ 71,522.77
3A	\$ 88.39	\$ 1,304.49	\$ 34.33	\$ 67,833.72	\$ 91.05	\$ 1,347.15	\$ 35.45	\$ 70,051.61	\$ 93.78	\$ 1,389.88	\$ 36.58	\$ 72,273.65
3B	\$ 88.39	\$ 1,330.33	\$ 35.01	\$ 69,177.40	\$ 91.05	\$ 1,372.99	\$ 36.13	\$ 71,395.29	\$ 93.78	\$ 1,415.72	\$ 37.26	\$ 73,617.33
3C	\$ 88.39	\$ 1,358.07	\$ 35.74	\$ 70,619.88	\$ 91.05	\$ 1,400.73	\$ 36.86	\$ 72,837.77	\$ 93.78	\$ 1,443.46	\$ 37.99	\$ 75,059.81
3D	\$ 88.39	\$ 1,380.49	\$ 36.33	\$ 71,785.72	\$ 91.05	\$ 1,423.15	\$ 37.45	\$ 74,003.61	\$ 93.78	\$ 1,465.88	\$ 38.58	\$ 76,225.65
4A	\$ 88.39	\$ 1,392.27	\$ 36.64	\$ 72,398.28	\$ 91.05	\$ 1,434.93	\$ 37.76	\$ 74,616.17	\$ 93.78	\$ 1,477.97	\$ 38.89	\$ 76,854.66
4B	\$ 88.39	\$ 1,418.49	\$ 37.33	\$ 73,761.72	\$ 91.05	\$ 1,461.15	\$ 38.45	\$ 75,979.61	\$ 93.78	\$ 1,504.98	\$ 39.60	\$ 78,259.00
4C	\$ 88.39	\$ 1,451.93	\$ 38.21	\$ 75,500.60	\$ 91.05	\$ 1,495.49	\$ 39.36	\$ 77,765.62	\$ 93.78	\$ 1,540.36	\$ 40.54	\$ 80,098.59
4D	\$ 88.39	\$ 1,477.08	\$ 38.87	\$ 76,808.25	\$ 91.05	\$ 1,521.39	\$ 40.04	\$ 79,112.50	\$ 93.78	\$ 1,567.04	\$ 41.24	\$ 81,485.88
5A	\$ 88.39	\$ 1,518.18	\$ 39.95	\$ 78,945.30	\$ 91.05	\$ 1,563.72	\$ 41.15	\$ 81,313.66	\$ 93.78	\$ 1,610.64	\$ 42.39	\$ 83,753.07
5B	\$ 88.39	\$ 1,590.59	\$ 41.86	\$ 82,710.57	\$ 91.05	\$ 1,638.31	\$ 43.11	\$ 85,191.88	\$ 93.78	\$ 1,687.45	\$ 44.41	\$ 87,747.64
5C	\$ 88.39	\$ 1,668.87	\$ 43.92	\$ 86,781.13	\$ 91.05	\$ 1,718.93	\$ 45.24	\$ 89,384.56	\$ 93.78	\$ 1,770.50	\$ 46.59	\$ 92,066.10
5D	\$ 88.39	\$ 1,743.63	\$ 45.88	\$ 90,668.51	\$ 91.05	\$ 1,795.93	\$ 47.26	\$ 93,388.57	\$ 93.78	\$ 1,849.81	\$ 48.68	\$ 96,190.22
	Industry	Wage (Wk)			Industry	Wage (Wk)			Industry	Wage (Wk)		
	Allowance	incl allowance	Wage (HR)	Wage (PA)	Allowance	incl allowance	Wage (HR)	Wage (PA)	Allowance	incl allowance	Wage (HR)	Wage (PA)
Workshop												
4A	\$ 32.83	\$ 1,336.71	\$ 35.18	\$ 69,508.72	\$ 33.81	\$ 1,377.69	\$ 36.26	\$ 71,639.93	\$ 34.83	\$ 1,419.02	\$ 37.34	\$ 73,789.12
4B	\$ 32.83	\$ 1,362.93	\$ 35.87	\$ 70,872.16	\$ 33.81	\$ 1,403.91	\$ 36.95	\$ 73,003.37	\$ 34.83	\$ 1,446.03	\$ 38.05	\$ 75,193.47
4C	\$ 32.83	\$ 1,396.37	\$ 36.75	\$ 72,611.04	\$ 33.81	\$ 1,438.26	\$ 37.85	\$ 74,789.37	\$ 34.83	\$ 1,481.40	\$ 38.98	\$ 77,033.05
4D	\$ 32.83	\$ 1,421.51	\$ 37.41	\$ 73,918.69	\$ 33.81	\$ 1,464.16	\$ 38.53	\$ 76,136.25	\$ 34.83	\$ 1,508.08	\$ 39.69	\$ 78,420.34
5A	\$ 32.83	\$ 1,462.61	\$ 38.49	\$ 76,055.74	\$ 33.81	\$ 1,506.49	\$ 39.64	\$ 78,337.41	\$ 34.83	\$ 1,551.68	\$ 40.83	\$ 80,687.53
5B	\$ 32.83	\$ 1,535.02	\$ 40.40	\$ 79,821.00	\$ 33.81	\$ 1,581.07	\$ 41.61	\$ 82,215.63	\$ 34.83	\$ 1,628.50	\$ 42.86	\$ 84,682.10
5C	\$ 32.83	\$ 1,613.30	\$ 42.46	\$ 83,891.56	\$ 33.81	\$ 1,661.70	\$ 43.73	\$ 86,408.31	\$ 34.83	\$ 1,711.55	\$ 45.04	\$ 89,000.56
5D	\$ 32.83	\$ 1,688.06	\$ 44.42	\$ 87,778.95	\$ 33.81	\$ 1,738.70	\$ 45.76	\$ 90,412.32	\$ 34.83	\$ 1,790.86	\$ 47.13	\$ 93,124.69

Kindergarten Teachers

	YEAR 1 - 1 JULY 2025 3% OR \$40			YEAR 2 - 1 JULY 2026 3% OR \$40			YEAR 3 - 1 JULY 2027 3% OR \$40		
	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
Graduate 1A	\$ 37.07	\$ 1,408.65	\$ 73,249.73	\$ 38.18	\$ 1,450.91	\$ 75,447.22	\$ 39.33	\$ 1,494.44	\$ 77,710.64
Graduate 1B	\$ 38.15	\$ 1,449.75	\$ 75,386.77	\$ 39.30	\$ 1,493.24	\$ 77,648.37	\$ 40.47	\$ 1,538.04	\$ 79,977.83
Graduate 1.2	\$ 40.87	\$ 1,553.08	\$ 80,759.91	\$ 42.10	\$ 1,599.67	\$ 83,182.71	\$ 43.36	\$ 1,647.66	\$ 85,678.19
Teacher 2.1	\$ 42.02	\$ 1,596.91	\$ 83,039.42	\$ 43.28	\$ 1,644.82	\$ 85,530.61	\$ 44.58	\$ 1,694.16	\$ 88,096.52
Teacher 2.2	\$ 43.18	\$ 1,640.75	\$ 85,318.94	\$ 44.47	\$ 1,689.97	\$ 87,878.51	\$ 45.81	\$ 1,740.67	\$ 90,514.86
Teacher 2.3	\$ 44.63	\$ 1,695.94	\$ 88,188.68	\$ 45.97	\$ 1,746.81	\$ 90,834.34	\$ 47.35	\$ 1,799.22	\$ 93,559.37
Teacher 2.4	\$ 44.83	\$ 1,703.37	\$ 88,575.39	\$ 46.17	\$ 1,754.47	\$ 91,232.65	\$ 47.56	\$ 1,807.11	\$ 93,969.63
Teacher 2.5	\$ 44.95	\$ 1,708.07	\$ 88,819.62	\$ 46.30	\$ 1,759.31	\$ 91,484.21	\$ 47.69	\$ 1,812.09	\$ 94,228.73
Teacher 3.1	\$ 46.13	\$ 1,753.08	\$ 91,160.19	\$ 47.52	\$ 1,805.67	\$ 93,895.00	\$ 48.94	\$ 1,859.84	\$ 96,711.85
Teacher 3.2	\$ 48.99	\$ 1,861.50	\$ 96,797.92	\$ 50.46	\$ 1,917.34	\$ 99,701.85	\$ 51.97	\$ 1,974.86	\$ 102,692.91
Teacher 3.3	\$ 52.76	\$ 2,004.75	\$ 104,247.04	\$ 54.34	\$ 2,064.89	\$ 107,374.45	\$ 55.97	\$ 2,126.84	\$ 110,595.69
Teacher 3.4	\$ 56.54	\$ 2,148.39	\$ 111,716.52	\$ 58.23	\$ 2,212.85	\$ 115,068.01	\$ 59.98	\$ 2,279.23	\$ 118,520.06
Teacher 3.5	\$ 60.32	\$ 2,292.04	\$ 119,186.00	\$ 62.13	\$ 2,360.80	\$ 122,761.58	\$ 63.99	\$ 2,431.62	\$ 126,444.42

Nurses

	YEAR 1 - 1 JULY 2025 3% OR \$40			YEAR 2 - 1 JULY 2026 3% OR \$40			YEAR 3 - 1 JULY 2027 3% OR \$40		
	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY
MCH YEAR 1	\$ 61.91	\$ 2,352.71	\$ 122,340.68	\$ 63.77	\$ 2,423.29	\$ 126,010.90	\$ 65.68	\$ 2,495.99	\$ 129,791.23
MCH YEAR 2	\$ 63.46	\$ 2,411.42	\$ 125,393.60	\$ 65.36	\$ 2,483.76	\$ 129,155.41	\$ 67.32	\$ 2,558.27	\$ 133,030.07
TEAM LEADER MCH	\$ 69.80	\$ 2,652.52	\$ 137,930.93	\$ 71.90	\$ 2,732.09	\$ 142,068.85	\$ 74.05	\$ 2,814.06	\$ 146,330.92
IMMUN NURSE	\$ 52.62	\$ 1,999.66	\$ 103,982.46	\$ 54.20	\$ 2,059.65	\$ 107,101.93	\$ 55.83	\$ 2,121.44	\$ 110,314.99

APPENDIX 7 – CLASSIFICATION DEFINITIONS – EMPLOYEES BANDS 1 TO 8

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 this Appendix.
- (c)** Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of this Appendix.
- (d)** Child Care Workers are defined by Band 2 to 7 of this Appendix.

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 other than Physical/Community Services Employees

- 3.1.2(a)** These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- 3.1.2(b)** The work is performed within specific guidelines and under general supervision.
- 3.1.2(c)** The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d)** Outcomes of work are readily observable.
- 3.1.2(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

3.2 Judgement and decision making

3.2.1 Physical/Community Services Employees

- 3.2.1(a)** These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- 3.2.1(b)** The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

3.2.2 Employees other than Physical/Community Services Employees

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

3.3 Specialised knowledge and skills

3.3.1 Physical/Community Services Employees

- 3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaption.

3.3.1(b) Indicative but not exclusive of the skills required of an employee in this Band include:

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).
- Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

3.3.2 Employees other than Physical/Community Services Employees

3.3.2(a) These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

3.3.2(b) An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

3.4 Management skills

3.4.1 Physical/Community Services Employees

3.4.1(a) Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

3.4.1(b) Employees in this Band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this Band must also have a basic knowledge of personnel practices.

3.4.2 Employees other than Physical/Community Services Employees

3.4.2(a) These positions require basic skills in managing time and planning and organising one's own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

3.4.2(b) Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.

3.5 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 other than Physical/Community Services Employees

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

3.6 Qualifications and experience

3.6.1 Physical/Community Services Employees

3.6.1(a) An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

3.6.1(a)(i) Trade Certificate or equivalent.

3.6.1(a)(ii) Completion of TAFE accredited/industry based training courses.

Or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

3.6.2 Employees other than Physical/Community Services Employees

3.6.2(a) The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

3.6.2(b)(i) 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 other than Physical/Community Services Employees

- 4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.
- 4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.
- 4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

4.2 Judgement and decision making

4.2.1 Physical/Community Services Employees

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.1(b)** For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.1(c)** Guidance and counsel are always available within the time available to make a choice.

4.2.2 Employees other than Physical/Community Services Employees

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

4.3 Specialist knowledge and skills

4.3.1 Physical/Community Services Employees

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an employee in this Band include:
- Highly skilled horticultural work.
 - Safe and competent operation of Very Heavy Mechanical Plant.

4.3.2 Employees other than Physical/Community Services Employees

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

4.4 Management skills

4.4.1 Physical/Community Services Employees

- 4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- 4.4.1(b)** All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- 4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

4.4.2 Employees other than Physical/Community Services Employees

- 4.4.2(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.
- 4.4.2(b)** All positions necessitate skills in managing time and planning and organising one’s own work.

4.5 Inter-personal skills

4.5.1 Physical/Community Services Employees

- 4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.
- 4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

4.5.2 Employees other than Physical/Community Services Employees

- 4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.
- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

4.6 Qualifications and experience

4.6.1 Physical/Community Services Employees

An employee in this Band will have satisfactorily completed the requirements of Band 3 or equivalent as well as a minimum of a post-trades certificate (e.g. special class trades) or equivalent and/or will have in addition have completed a TAFE certificate course or equivalent.

4.6.2 Employees other than Physical/Community Services Employees

- 4.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- 4.6.2(b)** Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

5.1.1 Physical/Community Services Employees

- 5.1.1(a)** Positions in this Band may supervise resources and/or give support to more senior employees.

In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

5.1.1(b) Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

5.1.1(c) Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

5.1.2 Employees other than Physical/Community Services Employees

5.1.2(a) Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.

5.1.2(b) In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

5.1.2(c) In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.

In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

5.2 Judgement and decision making

5.2.1 Physical/Community Services Employees

5.2.1(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

5.2.1(b) However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

- 5.2.1(c)** Guidance and counsel may be available within the time available to make a choice.

5.2.2 Employees other than Physical/Community Services Employees

- 5.2.2(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.2(b)** The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
- 5.2.2(c)** Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.2(d)** Guidance and advice would usually be available within the time required to make a choice.

5.3 Specialist knowledge and skills

5.3.1 Physical/Community Services Employees

- 5.3.1(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b)** Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d)** Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

5.3.2 Employees other than Physical/Community Services Employees

- 5.3.2(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.

5.3.2(c) Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.

5.3.2(d) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management skills

5.4.1 Physical/Community Services Employees

5.4.1(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

5.4.1(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.4.2 Employees other than Physical/Community Services Employees

5.4.2(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

5.4.2(b) Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.5 Interpersonal skills

5.5.1 Physical/Community Services Employees

5.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees.

5.5.1(b) Employees in this Band are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

5.5.2 Employees other than Physical/Community Services Employees

- 5.5.2(a)** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.
- 5.5.2(b)** Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

5.6 Qualifications and experience

5.6.1 Physical/Community Services Employees

- 5.6.1(a)** The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.
- 5.6.1(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

5.6.2 Employees other than Physical/Community Services Employees

- 5.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
- 5.6.2(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

- 6.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- 6.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

- 6.1.3** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.
- 6.1.4** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 6.1.6** 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.

SIGNATORIES TO THE GANNAWARRA SHIRE COUNCIL ENTERPRISE BARGAINING AGREEMENT NO 11 - 2025

Signed on behalf of the GANNAWARRA SHIRE COUNCIL by Geoff Rollinson, Chief Executive Officer,
47 Victoria St, KERANG VIC 3579

Signature: [Signature]

Witness signature: [Signature]

Date: 31.7.2025

Date: 31.7.2025

Signed on behalf of:
EMPLOYEES
47 Victoria St, KERANG VIC

Name: Alan Williams

Position: out door worker

Signature: [Signature]

Witness signature: [Signature]

Date: 31/7/2025

Date: 31.7.2025

Signed on behalf of:
AUSTRALIAN SERVICES UNION
116-124 QUEENSBERRY ST, CARLTON SOUTH VIC 3053

Name: _____

Position: _____

Signature: _____

Witness signature: _____

Date: _____

Date: _____

Signed on behalf of:
AUSTRALIAN NURSING & MIDWIFERY FEDERATION
540 ELIZABETH ST, MELBOURNE VIC 3000

Name: _____

Position: _____

Signature: _____

Witness signature: _____

Date: _____

Date: _____

Our Ref: 3.000351
IN25/37071F6
GR:MM

18 August 2025

Commissioner Redford
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

Dear Commissioner Redford

FWC Matter No. AG2025/2540

Applicant: Gannawarra Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Geoff Rollinson, Chief Executive Officer, have the authority given to me by Gannawarra Shire Council (**the employer**) to give the following undertakings with respect to the *Gannawarra Shire Council - Enterprise Bargaining Agreement No 11 (2025)* (**the Agreement**):

1. *“Where an Employee considers that over a three month period they are not better off overall under this Agreement than under the applicable Award, they may request a comparison of the wages received for that roster cycle under this Agreement and the wages they would otherwise have been provided with under the Award. If such a request is made, the Employer will conduct that review and provide a copy of it to the Employee. Any shortfall in wages which would otherwise be payable under the Award will be paid to the Employee in the next pay period after the review is completed. In instances where a shortfall is paid, the employee will also ensure the Employee is 5% above the rate the Employee would otherwise be paid under the modern award. If the Employee and the Employer cannot reach agreement on the total amount which should be paid by operation of this undertaking, the dispute settlement process in clause 23 of the Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.”*

2. New clause 7.11(f) be read as follows:

“A casual employee engaged under this clause (Special Engagement), will be paid (in any pay cycle) the greater of their base rate plus the 25% Special Engagement Loading and 25% casual loading for every hour worked, or \$50 more than what they would be paid under the Victorian Local Government Award 2015 (whichever is the greater).”

3. That clause 7.5(c) be read as follows:

“By written agreement between the employer and the employee concerned, the ordinary hours of duty may be worked at any time between the hours of 5:00am – 10:00pm, on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.”

4. That new clause 5.2(d) of Appendix 4 be read as follows:

“The maximum number of days that a Teacher will be required to attend during term weeks and non-term weeks will be 205 in each school year.”

5. That clause 7.17 is read to be deleted, as it is contrary and inferior to clause 7.16.

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

Yours sincerely



Geoff Rollinson
CHIEF EXECUTIVE OFFICER