

City of Whittlesea
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Enterprise Agreement No.10 (2023)



**City of
Whittlesea**

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PART A
MAIN AGREEMENT

SECTION 1 APPLICATION AND OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Whittlesea City Council Enterprise Agreement No. 10 (2023).

2 Arrangement

PART A – AGREEMENT

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3. Operation

3.1 Date of Operation

- 3.1.1 This Agreement shall operate from the date which is seven (7) days after this agreement is approved by the FWC and shall remain in force until 1 July 2026. The effective date for payment of the first salary instalment is the first full pay period commencing on or before 1 July 2023.
- 3.1.2 The parties agree that preliminary work on the next Agreement, and subsequently that negotiations on the next agreement, may be commenced at any time, with the written consent of all parties to this agreement. Any party to this agreement who does not wish to participate in the next negotiation may indicate that this is the case, in writing. All parties must respond to a request to commence bargaining made by any other party, and non-response will be taken to be consent, so long as the initiating party has sought to contact the other party through multiple means of communication and multiple contact persons, such that a reasonable person would be satisfied that a genuine attempt had been made to obtain a response.

3.2 Parties Covered

- 3.2.1 This Agreement covers:
- a. Council
 - b. the Employees
 - c. the Unions, where the Unions give notice in accordance with section 183(1) of the Act, and FWC notes in its decision to approve the Agreement that it covers the Unions.
- 3.2.2 For the avoidance of doubt, the Agreement does not cover or apply to Council's Chief Executive Officer (CEO) and Clause 8.2 (Quantum and Timing of Pay Increases) does not apply to Employees classified as Senior Executive Officer or Senior Officer.

3.3 Scope and Application

- 3.3.1 This Agreement will be read in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 3.3.2 The Agreement is in two parts:
- a. Part A ('Main Agreement' which is comprised of the General Terms and the Schedules);
 - b. Part B (Nurses ANMF-Victorian Local Government Award 2015).
- 3.3.3 Each part shall be read and interpreted wholly in conjunction with each other part. In the event of any inconsistency between any of the parts to the Agreement, then Part A shall prevail.
- 3.3.4 This Agreement, which replaces the Whittlesea City Council Enterprise Bargaining Agreement No. 9 (2019), operates at Council premises and at any place where a Council employee may be employed.
- 3.3.5 The Main Agreement applies to all employees; however, the Parties agree that the Local Area Agreements will prevail over the General Terms to the extent of any inconsistency. Where a term is not contained in a Local Area Agreement, the General Terms will apply.
- 3.3.6 The clause relating to quantum and timing of pay increases (clause 8.2) does not apply to Senior Officers, Senior Executive Officers and other officers employed under total employment packages (annualised salary agreements) whose contracts of employment provide for alternative arrangements for the adjustment and timing of pay increases.

- 3.3.7 Where there is any inconsistency between this Agreement’s terms and conditions and the terms and conditions in the contract of employment for a Senior Officer/Senior Executive Officer/Officer on an annualised salary agreement, the terms and conditions in the contract will prevail.
- 3.3.8 Senior Executive Officer Salary packages will be no less than the salaries of Band 8D Officers as listed in Schedule 1 of this Agreement

3.4 No further Claims

- 3.4.1 It is agreed that for the term of this Agreement the parties will not pursue any extra claims.
- 3.4.2 Any salary increase granted through any statutory body during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

3.5 Definitions

- 3.5.1 For the purpose of the Agreement, the following definitions apply:

Term	Definition
Act	Fair Work Act 2009 (as amended)
Agreement or “This Agreement”	This document (Whittlesea City Council Enterprise Agreement No. 10 (2023))
ATO	Australian Taxation Office
Service Performance Principles	The Local Government Act 2020 places an obligation on Councils to plan and deliver services to the municipal community in accordance with the service performance principles
Casual Employee	An employee who is engaged on the basis the Council makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, and the person accepts the offer on that basis, and the person is an employee as a result of that acceptance
CEO	Council’s Chief Executive Officer
Community Services Employees	Employees who are engaged to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and/or who is primarily concerned with the social living standards in the community
Council	Whittlesea City Council
Department	A discrete work area of Council established to perform specific functions or to deliver specific services to the Community
Department Manager	Means the head of a Department within Council
Director	Means the head of a Directorate within Council
EAP	Employee Assistance Program
ELT	Council’s Executive Leadership Team which includes CEO, Directors and Executive Managers
Employee	Any person who is employed by Council on a full-time, part-time, casual or temporary basis but does not include the Chief Executive Officer
Employees other than Physical and	Employees who are not Physical and Community Services Employees whose classification is defined by Bands 3 to 8

Community Services Employees	
Employer	Whittlesea City Council
FWC	Fair Work Commission or its successor
General Terms	The terms of Part A of the Agreement that precedes the Schedules
Gross Combination Mass (GCM)	The total mass of a vehicle (GCM) and in addition the gross mass of any towed plant or equipment
Immediate Family	A spouse (including former spouse, a de facto and a former de facto spouse) of the employee, a child or an adult child (including adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild, sibling or member of the household of the employee or of the spouse of the employee. A de facto spouse means a person who lives with the employee as their primary partner on a bona fide domestic basis
Industry Allowance	The allowance referred to in Schedule 2 of this Agreement
Local Area Agreement	The terms contained in Schedules 4-11 respectively that apply to a local area
Main Agreement	The General Terms and the Schedules
Management	The CEO or their delegated representatives
Meal Break	An unpaid break of between 30 minutes and one hour as agreed by Council
NES	National Employee Standards
OH&S	Occupational Health and Safety
Ordinary Rate	The hourly salary rate received by the Employee comprised of the wage prescribed for the classification and level and the Industry Allowance where applicable
Parties or the Parties	As defined in clause 3.2 of this Agreement
Physical and Community Services Employees	Employees engaged as Physical and Community Services Employees will be classified as Bands 1 – 5
Physical employees	Employees to whom Schedule 6: Local Area Agreement – Outdoor Employees (Depot) applies and are also engaged as Physical and Community Services Employees classified as Bands 1 – 5
Recognised Meal Time	The period between noon and 2pm when lunch is generally taken and between 5pm and 7pm when dinner is generally taken
Regular Casual	A casual employee is considered to be a regular casual employee if: <ul style="list-style-type: none"> • They meet the Fair Work Act (2009) definition of having been "employed by the employer on a regular and systemic basis." Under this Enterprise Agreement, this definition is met if: <ul style="list-style-type: none"> • They have worked for the employer for a period of at least 12 months; and • Their work is not entirely seasonal in nature; and • Their work is not entirely related to a time-bound project that has an anticipated end date; and • They have had a regular pattern of work.
Rest Period	Break between periods of work (e.g, successive or shifts)
RDO	Rostered Day Off

Satisfactory Evidence	Evidence to support the taking of leave that would satisfy a reasonable person that the leave is being taken in accordance with the reasons permissible
SCC	A Staff Consultative Committee comprised of representatives from management and elected Employee representatives who meet regularly to discuss and resolve issues affective Employees and to make recommendations to ELT
Schedules	Schedules 1 – 12 that are contained in the Main Agreement
Senior Executive Officers	An Employee whose duties and responsibilities exceed those specified in Schedule 11 (Classification Definitions)
Senior Officers	<p>Senior Officer means:</p> <ul style="list-style-type: none"> a) Any employee whose total annual remuneration package exceeds the Fair Work Commission High Income Threshold, as indexed on an annual basis. <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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. (c) The determination of whether a role meets the above definition is undertaken at the commencement of the contract. d) Senior Officer positions are engaged on a maximum term contract of no more than five years.
Special Engagement Ordinary Rate	Total rate payable to Special Engagement employees outlined in clause 6.1.27
Tea Break	A rest interval provided for morning or afternoon tea
TIL	Time in Lieu
Uniformed Worker	An Employee required to wear a Council provided uniform as part of their position and as per Council policy
Union or Unions	The Australian Municipal, Administrative, Clerical and Services Union (ASU), Professionals Australia (PA) and the Australian Nursing & Midwifery Federation (ANMF), as the case may be, all of which are registered organisations pursuant to the Act

3.6 Objectives of the Agreement

3.6.1 Council's vision is that in 2040, the City of Whittlesea will be a place for all. We shall achieve this by:

- a. Working together regardless of position or roles to build an organisation that is forward thinking, innovative, collaborative, agile and enjoyable to work at. The aimed result is an organisation where employees are engaged and productive and recognised for their hard work and commitment.
- b. Making the most of our individual and collective skills with respect for each other, building together a positive, supportive and action-oriented culture;
- c. Committing to providing our community with value-for-money, quality services that are relevant and meet our community needs, particularly in the following key areas of performance:
 - i. Long term organisational sustainability for the organisation and the community (Financial, People, Environmental);
 - ii. Engagement with the organisation; iii. Innovation;
 - iv. Services we provide internally and to our community; v. OH&S to ourselves and others;
 - vi. EEO;
 - vii. Equality and gender equity; and
 - viii. Learning and development opportunities for all employees.

- 3.6.2 Council's Values underpin the organisation's culture and drive how we go about our work, how we interact with our communities, customers and with each other. These Values are:
- a. Deliver for our community,
 - b. Work as one team
 - c. Care for each other

3.7 Staff Consultative Committee

- 3.7.1 The purpose of the Staff Consultative Committee is to provide a forum in which employee union delegates and management can consult, investigate and communicate about matters arising out of this Agreement.
- 3.7.2 The role of the Committee will also be to co-operatively and positively be involved in reviewing changes to employment related policies and programs to enhance career opportunities and job security of all Council employees.
- 3.7.3 In addition to matters arising out of this Agreement, the Staff Consultative Committee will review on a three (3) monthly basis, the positions held by independent contractors, agency staff, casuals, special leave pool balance, vacancies that have been vacant for three (3) or more months and temporary employees and the nature of their employment.
- 3.7.4 The Committee shall be responsible for establishing its own charter, terms of reference, meeting schedule and agenda. It is envisaged that these items will be on the agenda of the first meeting of the Committee. Previous terms of reference will be used in the determination of new terms of reference.

3.8 Service Performance

- 3.8.1 Council undertakes to actively involve staff in the implementation of the Local Government Service Performance Principles contained in the Local Government Act 2020.
- 3.8.2 Employees and work teams will be provided with opportunities to demonstrate best on offer with reference to the overall objective of achieving improvements in Council's services. In particular, the following may be taken into account:
- a. The need to review services against the best on offer in both the public and private sectors;

- b. Reviewing services currently contracted out;
 - c. An assessment of value for money in service delivery;
 - d. Community expectations and values;
 - e. The balance of affordability and accessibility of services to the community;
 - f. Opportunity for local employment growth or retention;
 - g. The value of potential partnerships with other Councils and State or Commonwealth Governments;
 - h. Potential environmental advantages for the Council's municipal district.
- 3.8.3 The parties agree that any dispute arising from this application will be settled in accordance with the Dispute Resolution clause of this Agreement.
- 3.8.4 The parties recognise that Council's primary role is to enable services to be provided to the Community. Council's intent is to maintain in-house provision where consistency with the service performance principles, as listed in the aforementioned Act is demonstrated. Subject to any statutory obligations, Council confirms its commitment to its employees in the delivery of these services and will ensure that its employees and their Union are fully involved and supported in preparing for and responding to any competitive tendering process and may also be resourced on a case-by-case basis. As part of this commitment, whenever any Council service is being considered to be put out to tender, impacted employees will be proactively informed of this process by management, and of management's obligations under this agreement.

3.9 Individual Flexibility Agreements

- 3.9.1 Council and an individual employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of the terms of this Agreement if the IFA deals with one (1) or more of the following matters:
- a. arrangements for when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. leave loading
- 3.9.2 Council and the individual employee must have genuinely made the IFA without coercion or duress.
- 3.9.3 The IFA between Council and the individual employee must:
- a. be confined to a variation in the application of one (1) or more of the terms listed in clause 3.9.1; and
 - b. not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.
- 3.9.4 Council must ensure that the terms of the IFA:
- a. are about permitted matters under section 172 of the Act; and
 - b. are not unlawful terms under section 194 of the Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 3.9.5 The IFA between Council and the individual employee must also:
- a. be in writing, naming the parties to the IFA and be signed by Council and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b. state each term of this Agreement that Council and the individual employee have agreed to vary;

- c. detail how the application of each term has been varied by agreement between Council and the individual employee;
 - d. detail how the IFA does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and
 - e. state the date the IFA commences to operate.
- 3.9.6 Council must give the employee a copy of the IFA within 14 days after it is agreed to. Council shall keep the agreed IFA as a time and wages record. Council must provide copies of all IFAs made under this clause to the Union, upon request.
- 3.9.7 Council seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's comprehension of written English is limited, Council must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.
- 3.9.8 The IFA may be terminated:
- a. by Council or the individual employee giving four (4) weeks' (28 days) notice of termination, in writing, to the other party and the IFA ceasing to operate at the end of the notice period; or
 - b. at anytime, by written agreement between Council and the individual employee.

SECTION 2 CONSULTATION AND DISPUTE RESOLUTION

4. Consultation

4.1. Consultation regarding Major Workplace Change

- 4.1.1. The relevant Employees may appoint a representative for the procedures in this clause.
- 4.1.2. Council to notify
- a. Where Council has made a definitive proposal to introduce major changes but before a definite decision to changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council must notify the union/s, employees who may be affected by the proposed changes and their representatives;
 - b. Where Council proposes to introduce a change to the regular roster or ordinary hours of work of employees;
 - c. Significant effects include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs; changes to the legal or operational structure of Council or business; changes in technology; outsourcing.
- 4.1.3. Council to discuss change
- a. Council must discuss with the Union/s and relevant employees (including employees on leave) affected and their representatives, the introduction of the changes referred to in clause 4.1.2, 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;

- b. The discussions must commence as early as practicable before a definite decision has been made by Council to make the changes referred to in clause 4.1.2;
- c. For the purpose of such discussion, Council 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; invite the employee to give their views about the impact of changes in clause 4.1.2(b), including any impact in relation to their family or caring responsibilities; consider any views given by the Employees about the impact of the changes in clause 4.1.2(b); and any other matters likely to affect employees, provided Council is not required to disclose confidential or commercially sensitive information to the relevant employees;
- d. As soon as a final decision has been made, Council must notify the Union/s and the employees affected, in writing, and explain the effects of the decision;
- e. Council must act in good faith in relation to the consultation process provided in this clause;
- f. 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.

5. Dispute Resolution

5.1 Prevention and settlement of disputes

- 5.1.1 The parties to this Agreement are committed to good industrial relations practices and procedures based on consultation and goodwill. Council shall ensure that they advise employees subject to this procedure that they may be represented by their union or any other representative from the beginning of this procedure.
- 5.1.2 If a dispute arises about this Agreement or, the NES including a request for flexible working arrangements or a request for extended parental leave, or a grievance arising from a disciplinary matter, or any other work-related matter, the parties to this dispute will attempt to resolve the dispute at the workplace level.
- 5.1.3 A Union delegate/representative appointed by an employee, who is also an employee of Council, shall have reasonable access to resources (including photocopier, telephone, fax machine, email and noticeboard) to perform their role.
- 5.1.4 A Union delegate/representative appointed by an employee, who is also an employee of Council, shall be released to perform their role on paid time.
- 5.1.5 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 procedure shall apply:
 - a. The person raising the dispute makes it clear that they are activating this procedure.
 - b. 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 will be advised in writing by the person raising the complaint, that the matter is being formally raised in accordance with this procedure, and the relevant timelines that apply. The line manager or supervisor must make a genuine attempt to resolve the matter within 10 business days. If the matter cannot be resolved within 10 business days, the line manager or supervisor must notify the impacted employee(s) and their representative(s) within 3 business days of the end of the 10-

business-day resolution window, at which time the person raising the complaint may immediately refer the matter to the next most senior line manager, as per 5.1.5(c), below;

c. If the matter cannot be resolved, it will be referred to the appropriate line manager who will attempt to resolve the matter within 10 business days. If the matter cannot be resolved within this next 10-business-day window, the responsible line manager must notify the impacted employee(s) and their representative(s) within 3 business days of the end of the current 10-business-day resolution window, at which time the person raising the complaint may immediately refer the matter to a manager with industrial relations responsibility, as per 5.1.5(d). During this phase, the line manager shall consult with the employee and/or a representative appointed by the employee when endeavouring to resolve the matter;

d. 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;

e. 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;

f. Should the matter still be unresolved either party shall be entitled to refer it to FWC 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 FWC;

g. If arbitration is necessary, the parties agree that the FWC shall exercise all powers as are necessary to make the arbitration effective;

h. Should any party so wish, any or all of the steps above may be bypassed in the interests of a speedy resolution of the matter;

i. To ensure that all disputes between the parties are settled quickly, the parties commit to working towards a resolution without any undue delay, and to keep in regular communication throughout the process;

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

a. an employee must continue to perform their work as they would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

b. an employee must comply with a direction given by Council to perform other available work at the same workplace, or at another workplace, unless:

i. the work is not safe; or

ii. applicable occupational health and safety legislation would not permit the work to be performed; or

iii. the work is not appropriate for the employee to perform; or

iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

5.1.7 A party may refer a systematic gender equity dispute to the Public Sector Gender Equality Commissioner, in accordance with the Gender Equality Act 2020 (Vic). Prior to making a referral, the parties must make genuine attempts to resolve the issue at the workplace.

SECTION 3 EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

6. Employment Categories

Council will inform each Employee of their employment type at the time of engagement. Any variation to the employment type will be agreed by both parties in writing.

6.1 Employment type

6.1.1 **Full time** - A full-time Employee is an Employee engaged to work an average of 38 hours per week.

6.1.2 Part time

6.1.3 Management may employ a part time Employee in any classification in this Agreement.

6.1.4 A part time Employee is an Employee who:

- a. Works less than the full time hours;
- b. Has reasonably predictable hours of work; and
- c. Receives, on a pro-rata basis, equivalent pay and conditions to those of full time Employees who do the same kind of work.
- d. Is employed for a minimum one (1) hour on any shift

6.1.5 At the time of engagement, Management and the part time Employee will agree in writing on a regular pattern of work, specifying 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.

6.1.6 Any arrangement for split shifts must be by mutual agreement.

6.1.7 Any agreed variation to the hours of work will be recorded in writing.

6.1.8 Agreed Additional Hours

6.1.9 A part time employee may agree to work up to an average of 38 ordinary hours per week at the hourly ordinary time rate provided the agreement is entered into without duress and is recorded on the timesheet. Part-time employees have the right to refuse additional hours.

6.1.10 All hours worked outside of the ordinary span of hours shall be paid at the applicable penalty rate.

6.1.11 Where a part time Employee is reasonably directed to work hours in excess of their agreed hours, such hours will be treated as overtime and paid accordingly.

6.1.12 **Casual** - A Casual Employee is an Employee who is engaged in relieving work or work of an ad-hoc 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.

6.1.13 Casual Employees will be paid 125% of the hourly rate which a full-time Employee would receive if that Employee was performing the duties. A casual Employee will not be entitled to any pro-rata annual leave, personal/sick leave or public holidays.

6.1.14 The services of a casual Employee may be terminated by either the Employee or Council with one day's notice or by the payment or forfeiture of one day's salary.

6.1.15 Council must not fail to re-engage a casual employee because:

- a. the Employee or employee's spouse is pregnant; or
- b. the Employee is or has been immediately absent on parental leave.

6.1.16 **Right to Request Casual Conversion** – Any rights to conversion in this clause are additional to those specified in the NES.

- 6.1.17 A person engaged by Council as a regular casual Employee (as per the definition in this agreement) may request that their employment be converted to full time or part time employment from their 12 month anniversary.
- 6.1.18 A regular casual Employee is defined in clause 3.5 Definitions of this agreement.
- 6.1.19 Where an employee does not meet the definition of “regular casual” only because their hours do not form a regular pattern, the employee has a right to express to the employer their reasons for believing that their contribution is required in an ongoing manner, and that they should be considered a “regular casual”. The onus shall be upon the employer to demonstrate that the role does not meet the definition of “regular casual” for other reasons, for example because:
- i The work is entirely seasonal; or
 - ii The work is entirely project-based, and has a scheduled end date.
- 6.1.20 Any request under this clause must be in writing.
- 6.1.21 Where a regular casual Employee seeks to convert to full time or part time employment, Council may refuse the request only on reasonable grounds after there has been consultation with the Employee.
- 6.1.22 Reasonable grounds for the refusal include that:
- a. The casual Employee is not truly a regular casual as defined in clause 3.5;
 - b. It would require 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;
 - c. It is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced or cease to exist in the next 12 months;
 - d. It is known or reasonably foreseeable that there will be a significant change in the days and 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 hours during which the Employee is available to work.
- 6.1.23 Where Council refuses a regular casual Employee’s request to convert, Council must provide the casual Employee with the reasons for refusal in writing within 21 days of the request being made.
- 6.1.24 Nothing in this clause obliges a regular casual Employee to convert to full time or part time employment or permits Council to require a regular casual Employee to convert.
- 6.1.25 Nothing in this clause requires Council to increase the hours of a regular casual Employee seeking conversion to fulltime or part time employment.
- 6.1.26 Council will provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this clause at the time of engagement.
- 6.1.27 **Special Engagement** - Employees engaged as Physical and Community Services Employees engaged on special engagement may work:
- a. 38 hours per week, not more than eight (8) hours per day in continuous periods (except for a Meal Break) on any five consecutive days of the calendar week; or
 - b. in accordance with a roster agreed between the Employee (or in the case of more than one Employee the majority of Employees concerned) and Council, provided that the:
 - i. ordinary hours fixed by the roster shall not exceed 38 hours in a week and up to 152 hours in any consecutive four week period;
 - ii. ordinary hours of duty on any day will be those specified on the roster for that day; and

iii. roster is only altered by Council by providing three weeks' notice or by agreement between Council and Employee.

6.1.28 Employees engaged under this clause will be paid a 25% loading in addition to their Ordinary Rate (in addition to any industry allowance).

6.2 Employment Basis

6.2.1 Employees will be employed in one of the employment bases as listed below. Council will inform each Employee of their employment basis at the time of engagement. Any variation to the employment basis will be agreed by both parties in writing.

6.3 Permanent

6.3.1 A permanent Employee is an Employee who is engaged on either a full or part-time basis on an ongoing basis and with no fixed end date.

6.4 Temporary

6.4.1 The Parties to this Agreement are committed to the employment into permanent positions, where appropriate and practicable.

6.4.2 Temporary employees shall only be engaged in line with the Fair Work Act provisions, for a specific period of time, a specific project or task/s or to relieve a period of employee absence.

6.4.3 All temporary arrangements will be reviewed after six (6) months, followed by every three (3) months thereafter, other than for leave backfill.

6.4.4 Where a temporary position is converted to a permanent position, the temporary incumbent will be offered the opportunity of applying for the position. If the temporary employee is subsequently appointed to a permanent position, any period of employment, immediately prior to appointment will be recognised as service for the purposes of calculating annual leave, personal leave and long service leave entitlements.

6.4.5 On a three (3) month basis, the SCC will be informed of the number of temporary staff employed by Council and the nature of their employment.

6.4.6 Council shall not dispense with any permanent position for the purpose of creating a temporary position/s.

6.5 Temporary – Grant Funded Positions

6.5.1 An employee appointed to a grant funded position shall mean an employee who is employed for the period for which a specific grant is provided. Should an initial grant be succeeded by a further grant or grants, the employee shall have the option to continue to be employed by Council. The employee will be notified immediately.

6.5.2 For the purpose of this clause, grant funded positions shall mean a position specifically and externally funded.

6.5.3 Employees employed in specific grant funded positions shall be advised prior to appointment, and in writing, that their employment is subject to external funding and that there is no commitment to on-going employment.

6.5.4 On a quarterly basis, the SCC will be informed of the number of temporary Grant Funded Positions engaged by Council.

6.6 Calculation of continuous service

- 6.6.1 For the purpose of the calculation of continuous service the following absences will delay the completion of a year's continuous service, but will not break the continuity of the employee's service:
- a. Any period of unauthorised absence;
 - b. Any continuous period of unpaid leave in excess of 12 weeks;
- 6.6.2 For any period of unpaid parental leave up to 12 months, 6.6.1 shall not apply.

6.7 Flexible Working Arrangements

- 6.7.1 Council is committed to providing flexible working arrangements (FWAs) that support Council's purpose of 'Making lives better' and the aspirations of being a Great Workplace for All and an Employer of Choice. The following conditions are additional to any rights provided to employees to request flexible work arrangements under the Act.
- 6.7.2 The 19-day, 4 week work cycle or 9-day, 2 week work cycle remain the standard working arrangement for full-time employees, but employees are encouraged to explore other arrangements such part-time work, compressed working hours, flexi hours, purchased leave, remote working and working from home, where these will suit the employee's circumstances, promote the employee's wellbeing and meet Council's service requirements.
- 6.7.3 In reviewing any request for a FWA, particular regard must be had to requests by employees who are affected by the circumstances outlined in the Act, however FWAs will be considered for all employees.
- 6.7.4 FWA applications must be made in accordance with the relevant Council policy in effect from time to time. The application must set out the details of the change sought and the reasons for the change.
- 6.7.5 Applications for FWAs made in accordance with the Act may only be declined on reasonable business grounds. With respect to FWA requests that fall outside the scope of the Act, other factors considered will be performance and disciplinary matters.
- 6.7.6 Council will provide a written response to applications for flexible working arrangements within 21 days of receiving a written application from an employee.
- 6.7.7 Before responding to a request made under this clause, Council must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (i) the needs of the employee arising from their circumstances;
 - (ii) the consequences for the employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.
- 6.7.8 If Council refuses the request, the written response must include details of the reasons for the refusal, including the grounds for refusal and how the grounds apply.
- 6.7.9 If Council and the employee could not agree on a change in working arrangements, then the written response must:
- (i) state whether or not there are any changes in working arrangements that Council can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if Council can offer the employee such changes in working arrangements, set out those changes in working arrangements
- 6.7.10 All staff at Council have the right to access a flexible working arrangement.

6.8 Job share

- 6.8.1 The Parties recognise the potential value of using job share arrangements to retain and/or employ skilled employees and improve organisational efficiency.
- 6.8.2 Job sharing is a system of work in which two or more employees take responsibility for one full-time position dividing work, pay, holidays and other benefits between them according to the time they work. Each employee in a job share arrangement is employed on a permanent part-time basis and accrues leave on a pro rata basis according to the hours worked.
- 6.8.3 Job share arrangements will only be considered for application where there is no adverse impact on operational requirements and where suitably qualified and experienced applicants are available.
- 6.8.4 The Parties also recognise that consideration of job share arrangements by management will be on a case-by-case basis and that some positions will not be suitable for such application.

6.9 Position Descriptions

- 6.9.1 Upon engagement, Employees will be provided with a position description which will be reviewed by Council in consultation with the Employee at least annually. PD's will not be altered without genuine consultation. 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. managerial skills;
 - e. interpersonal skills; and
 - f. qualifications and experience required for the position.
- 6.9.2 There is mutual commitment that such agreement shall not be unreasonably withheld. Council shall, if requested, hold discussions with the Employee and their nominated representative.

6.10 Classification disputes

- 6.10.1 Any grievance or dispute concerning the classification of a position shall be dealt with in accordance with clause 5 Dispute Resolution in this agreement.

6.11 Workload

- 6.11.1 Where an individual or a group of employees believe that there is an unreasonable allocation of work leading to employees being overloaded with work, the individual or the group concerned can seek to have the allocation reviewed by management to address the employee concerns.
- 6.11.2 As part of its commitment to addressing workload issues, management will consider, and undertake reasonable action to mitigate the impact on existing staff (including the staff member on leave) during significant periods of approved leave taken by employees, staff attrition, restructures and workcover.
- 6.11.3 Where an individual or group of employees is asked to take on additional workload due to vacancies, or any other matter referred to in 6.11.2, work will be prioritised to ensure workloads of staff members who have been asked to perform the priority duties, are adjusted by reducing their normal duties.

6.12 Healthy workplace

- 6.12.1 The Parties acknowledge the considerable human and financial costs of occupational stress and agree to work together to reduce the incidence and prevent costly stress related illness.
- 6.12.2 Council agrees to implement the following during the life of the Agreement to support the identification, prevention and management of workplace stress;
- a. Develop and present appropriate employee and management training programs to improve the handling of stress as a workplace issue;
 - b. Provide individual access to confidential counselling services through Council's EAP;
 - c. Encourage all employees to participate in a range of subsidised health and wellbeing events readily available through the Wellbeing@Work Program;
 - d. Take reasonable and practical steps toward employees getting back to work;
 - e. Encourage employees to take regular leave breaks; and
 - f. Encourage managers to give genuine consideration to requests, where operationally possible, for flexible employment arrangements (e.g., part-time work) to assist employee with their recovery of a stress related condition.

6.13 Right to Disconnect

- 6.13.1 The parties acknowledge that digital ways of working have benefits, but also create a risk of over-work, due to constant connection. Council acknowledges unilaterally that all staff have agreed hours of work, and that no work should be conducted outside of work hours, unless that work is agreed to or accounted for as overtime hours. Outside of their agreed or overtime hours, all workers have the right to disconnect. This includes, but is not limited to:
- a. Not checking or responding to emails
 - b. Not checking or responding to calls or texts
 - c. Switching off laptops, tablets, phones, or any other digital devices used during work hours
- 6.13.2 Council acknowledges the way that the behaviour of leadership shapes the culture of the organisation. Staff in leadership positions are encouraged to take up the right to disconnect, to set an example for their teams, and to promote a culture of healthy work-life balance across the organisation. Staff in leadership positions who work flexible hours, outside of the agreed hours of their team, will not place calls to any staff who are not working at the same time as them, and are encouraged to use message scheduling features to ensure their messages arrive within business hours unless for circumstances of emergencies.

6.14 Incidental and Peripheral Duties

- 6.14.1 An Employee may be required to perform duties that are incidental or peripheral to the Employee's major task(s).
- 6.14.2 An Employee not attending for duty will, except as provided by the public holidays, or any paid leave approved in accordance with this Agreement or the law, lose payment for the actual time of non-attendance.

SECTION 4 TERMINATION OF EMPLOYMENT

7. Termination

7.1 Notice of Termination

7.1.1 The period of notice of termination by an Employee or Council is as per the table below.

Period of continuous service	Period of Notice
1 year or less	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

7.1.2 If the Employee is over 45 years old and has completed at least two (2) years of service at the time notice is given by Council, the Employee must receive an additional one week's notice.

7.1.3 Continuous service does not include any period during which the employee was absent for any of the reasons described in Clause 6.6.

7.1.4 Payment in lieu of the notice above at the Employee's full rate of pay must be made if the appropriate notice period is not required to be worked. Alternatively, the terminated Employee may be required to work part of the notice period with the remainder of the notice period paid in lieu.

7.1.5 The period of notice does not apply:

- a. in the case of dismissal for serious misconduct;
- b. to employees engaged for a specific period of time or for a specific task or tasks;
- c. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
- d. to casual Employees.

7.1.6 If an Employee fails to give the required notice Council may withhold from any monies due to the Employee on termination under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

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

7.2 Redundancy/Redeployment

7.2.1 Discussions before Terminations a. Where Council has made a definite decision that it no longer requires a position or positions (i.e. the position/s are surplus to Council needs), and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, Council shall notify the relevant union(s) and hold discussions with employee(s) directly affected and if requested by the employee(s), their nominated representative.

7.3 Options for Employees surplus to Council needs

- 7.3.1 A redeployment period of up to four (4) weeks (this period is in addition to the Redundancy notice period as per Schedule 3) will commence from the date when the employee is officially notified that their position is to be made redundant.
- 7.3.2 Where it is not possible to redeploy an employee in a surplus position to a suitable vacant position at the same salary level, the employee will be offered the following options:
 - a. redeployment to a suitable vacant position at a lower salary level provided that the employee shall be entitled to salary maintenance for a period of 12 months.
 - b. redundancy as provided for in Schedule 3 (Redundancy Entitlements).
- 7.3.3 Council will only retrench an employee as a matter of last resort after all retraining and redeployment options have been explored.
- 7.3.4 A redeployed employee may, within three (3) months of being redeployed, elect to cease the redeployment and accept redundancy as provided for in Schedule 3 (Redundancy Entitlements).
- 7.3.5 An employee may elect to cease employment at any time during the redeployment period, however, the employee will not be entitled to be paid out in lieu of any time remaining within the four (4) week redeployment period. All other entitlements remain in place.

7.4 Redundancy Benefits

- 7.4.1 Retrenched employee(s) shall be eligible to receive redundancy benefits as detailed in Schedule 3 (Redundancy Entitlements).
- 7.4.2 These redundancy provisions apply only to permanent employees.

7.5 Satisfactory Work Performance

- 7.5.1 An employee whose position is made redundant pursuant to this clause shall continue to perform his or her normal daily duties in a satisfactory manner up until the date of redeployment or retrenchment as advised by Council in writing.

7.6 Transfer of business

- 7.6.1 Where an employee transfers to a new provider of the service the transferee and Council deems this to be a genuine transfer of business, Council will ensure that:
 - a. The terms and conditions of employment as defined by this Agreement will be the minimum conditions of employment standards to apply to transferred employees. Council will include this requirement in any specifications.
 - b. The continuity of the employment of the employee is not deemed to have been broken by reason of such transfer.
 - c. Council will pay any outstanding annual leave and long service leave entitlements to those employees who transfer to the transferee if requested. Alternatively, leave will be transferred to the transferee.
 - d. If the employee resigns within three (3) months, the employee may claim redundancy payment from Council under this Agreement excluding recognition of the period of service in the employ of the transferee.
 - e. An employee who elects to not transfer to the transferee will be paid full redundancy in accordance with the redundancy provisions of this Agreement, provided that redeployment options have been exhausted.

SECTION 5 WAGES AND RELATED MATTERS

8. Classification

8.1 Starting Point & Location

Starting Point

- 8.1.1 Each employee upon engagement shall be given a starting point, which shall be the point of commencement of their daily duty.
- 8.1.2 An Employee may be attached to more than one normal starting point where multiple starting points form part of the nature of the work being performed.
- 8.1.3 Management may relocate an Employee to an alternative starting point for any given day's work with 48 hours' notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
- 8.1.4 An Employee's starting and finishing point will generally be the Employee's principal work location and/or worksite.

Change of Principal Work Location

Council may change the Employee's ongoing Starting Point - I.e. their principal work location, including the relocation or resupply of any equipment that they require for the regular performance of their role, providing that the direction is:

- a. within the boundaries of the municipality;
- b. reasonable in the circumstances and does not unreasonably disadvantage the Employee; and
- c. the Employee is provided minimum one (1) weeks' notice.

8.2 Quantum and Timing of Pay Increases

- 8.2.1 Payment of a salary increase of 4%, to employees based on the ordinary rate of pay and payable from the first full pay period on or before 1 July 2023.
- 8.2.2 Payment of a salary increase of 2% or 90% of the rate cap, whichever is greater, to employees based on the ordinary rate of pay and payable from the first full pay period on or before 1 July 2024.
- 8.2.3 Payment of a salary increase of 2% or 90% of the rate cap, whichever is greater, to employees based on the ordinary rate of pay and payable from the first full pay period on or before 1 July 2025.
- 8.2.4 The Agreement quantum pay increases are to be applied to the employee's total salary including any over award payments.

8.3 Adjusting allowances

- 8.3.1 All allowances, either expense or work related, will be adjusted on the first full pay period commencing on or before 1 July each year, based on the average annual percentage wage increase fixed by the Agreement, as per Schedule 2.
- 8.3.2 A schedule setting out the adjusted allowances will be made available to all employees whose employment is covered by this Agreement by no later than July each year.

8.4 Banded Employees

- 8.4.1 Employees will be classified in accordance with the classifications definitions and structure set out Schedule 11 (Classification Definitions).
- 8.4.2 Parties agree to review the classification system over the life of the Agreement.

8.5 Senior Executive Officers

- 8.5.1 An Employee classified as a Senior Executive Officer is an Employee whose duties and responsibilities exceed those specified in Schedule 11 (Classification Definitions).
- 8.5.2 Council and a Senior Executive Officer may enter into a salary agreement which is in writing and signed by both parties, and provides for:
- a. an overall requirement that the Employee will receive no less under the arrangement than the Employee would have been entitled to if all obligations under this Agreement had been met taking account of the value the provision of matters not comprehended by the agreement such as private use of a Council provided motor vehicle;
 - b. an annual review of the agreement;
 - c. details of any salary package arrangements;
 - d. details of any other non-salary benefits provided to the Employee;
 - e. details of any performance pay arrangements and performance measurement indicators;
 - f. the involvement of an Employee nominated representative;
 - g. the salary for the purposes of accident make up pay
- 8.5.3 The salary agreement, providing the above requirements are met, may specify that the following clauses do not apply:
- a. Allowances
 - b. Overtime
 - c. On-Call and Availability
 - d. Annual leave loading
- 8.5.4 An employee appointed as a Senior Executive Officer who is also a Senior Officer as defined by this Agreement may be employed under a maximum term contract.

8.6 Salaries

- 8.6.1 Employees will be paid in accordance with Schedule 1 (Schedule of Rates).

8.7 Annualised salaries

- 8.7.1 Council and Employee may agree to pay an Employee at an annualised rate, which is made of applicable salary rate for the Band level plus an additional amount (the Annualised Salary Arrangement (ASA)). The ASA may provide that the provisions of the following clauses do not apply:
- a. Overtime/penalty rates*
 - b. Time off in lieu of overtime payment
 - c. Call-back and availability*
 - d. Allowances and expenses*
 - e. Annual leave loading
 - f. Higher duties*
- * Additional clauses may be found in the schedules as applicable
- 8.7.2 The ASA must be sufficient to cover what the Employee would have been entitled to within the year if all required payments under this Agreement were made. The ASA will increase in line with uniform wage increases in clause 8.2.
- 8.7.3 The ASA must be in writing and must be reviewed on an annual basis. If the annual review demonstrates that the ASA was not sufficient to cover what the employee would have been entitled to under the Agreement if all required payments were made over the preceding

year, a lump sum adjustment will be made to the employee and the ASA will be amended accordingly.

8.7.4 An ASA may be terminated:

a. By the Employer or Employee giving four weeks' notice of termination, in writing to the other party and the agreement ceasing to operate at the end of the notice period; or

b. At any time, by written agreement by the Employer and the Employees

At the time of termination of the ASA (or on termination of employment), a review of the period since the last annual review will occur. If the review demonstrates that the ASA was not sufficient to cover what the employee would have been entitled to under the Agreement if all required payments were made over the preceding period, a lump sum adjustment payment will be made to the employee.

8.7.5 On termination of an ASA, the employee will revert to the Agreement entitlements unless a new ASA is reached.

8.8 Annual Review

8.8.1 An annual review will be undertaken for all Employees.

8.8.2 Individual Staff Development Plans will be developed in consultation and agreement with the Employee concerned and will clearly set out the:

a. New or enhanced skills required by Council, together with proposed Competency levels where appropriate;

b. Training to be undertaken;

c. Performance objectives required;

d. Timeframe for completion of the plan.

e. The annual review of the Position Description will also be undertaken at the same time as the annual review.

8.8.3 An Employee engaged as a casual, who works an average of ten (10) hours per week based over a twelve (12) month period, will be entitled to an annual performance review and progression through the applicable Band level on a satisfactory performance review

8.9 Increment Progression

8.9.1 Progression from one level to the next within a Band for eligible employees shall be by annual increments, having regards to the:

a. acquisition and utilisation of skills and knowledge through experience over such period;

b. the meeting of established performance objectives and values and behaviours as determined in the Performance Development Plan; and

c. satisfactory service over the preceding twelve (12) months.

d. Employees who have taken up to 12 months parental leave (paid and unpaid) are exempt from this sub clause and will automatically progress from one level to the next within the Band.

8.9.2 An Employee, other than employees described in 8.9.1(d), who has had an absence of paid leave in excess of three (3) months in aggregate or any unpaid leave in the preceding twelve (12) months, shall have their assessment delayed by the period of such absence.

8.9.3 Where an Employee is deemed not to have met the requisite competency at their existing level at the time of their Performance Development Plan, their incremental progression may be deferred for a period of up to six (6) months at a time provided that:

- a. The Employee is notified in writing as to the reasons for the deferral;
 - b. The employee has, in the twelve (12) months leading to the Performance Development Plan, been provided with training and support required to attain a higher competency level; and
 - c. Following any deferral, the Employee is provided with necessary training in order to advance to the next level.
- 8.9.4 Subject to the above clauses, where reasonable attempts are made by the employee to complete their performance development plan within four weeks of the due date, the failure to complete the performance development plan will not result in an increment being withheld.

8.10 Pay Equity

- 8.10.1 Council is committed to the principles of pay equity, including:
- a. Establishing equal pay for work of equal or comparable value: Equal or comparable value refers to work valued as equal in terms of skill, effort, responsibility and working conditions. This includes work of different types.
 - b. Freedom from bias and discrimination: Employment and pay practices are free from the effects of unconscious bias and assumptions based on gender.
 - c. Transparency and accessibility: Employment and pay practices, pay rates and systems are transparent. Information is readily accessible and understandable.
 - d. Relationship between paid and unpaid work: Employment and pay practices recognise and account for different patterns of labour force participation by workers who undertake unpaid and/ or caring work.
 - e. Sustainability: Interventions and solutions are collectively developed and agreed, sustainable and enduring.
 - f. Participation and engagement: Workers, unions and employers work collaboratively to achieve mutually agreed outcomes.
- 8.10.2 Council will carry out a gender-based audit annually.

8.11 Superannuation

- 8.11.1 Council will meet its obligations to pay superannuation under the Superannuation Guarantee (Administration) Act 1992 and related legislation.
- 8.11.2 Other than as provided in sub-clause 8.11.4 the Parties agree that all Employee superannuation contributions will be made by Council to the Local Authorities Superannuation Fund (known as Vision Super) which is a complying superannuation fund under the Superannuation Industry (Supervision) Act 1993. This includes any other Council contributions such as those made under salary sacrifice arrangements.
- 8.11.3 Council will, during the life of this Agreement, make all arrangements that are necessary to enable it to contribute to Vision Super in respect of its employees and to facilitate such of its employees who wish to do so making voluntary contributions to Vision Super by means of wage/salary deduction.
- 8.11.4 Council will permit employees to choose a complying superannuation fund other than Vision Super provided that they use Vision Super's Clearing House facility.
- 8.11.5 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise Council to pay on behalf of the Employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes superannuation contributions as provided for in clause 8.11.1.

- 8.11.6 An Employee will have the option to adjust the amount the employee has authorised their employer to pay from their post taxation wages on an annual basis. The change will take effect from the full pay period after written notification is received from the Employee.
- 8.11.7 An Employee may, in writing, authorise Council to cease their post-taxation superannuation contributions at any time.

8.12 Salary Sacrifice

8.12.1 Council shall offer Salary Sacrifice arrangements to allow staff to take advantage of appropriate packaging options. These options currently include:

- a. Superannuation contribution;
- b. Purchased leave; and
- c. Novated leases

Any Salary Sacrifice arrangement will be within the applicable taxation, legal and administrative guidelines and shall be varied to reflect any changes to these guidelines.

- 8.12.2 Any taxes and additional costs incurred as a result of Salary Sacrificing must be fully accounted for in the arrangement so that Council incurs no additional expense.
- 8.12.3 Employees are encouraged to seek independent financial advice regarding their decision to Salary Sacrifice.
- 8.12.4 The cost of any individual advice and setting up any individual arrangement will be at the expense of the Employee.

8.13 Employees aged over 65 years

- 8.13.1 The Parties recognise that all employees can continue to work beyond age 65 years.
- 8.13.2 It is agreed that all employees beyond age 65 shall not be disadvantaged and will continue to receive all terms and conditions applicable to employees under the age of 65 subject to the relevant Federal and State legislation and regulations relating to employment, workers' compensation, and superannuation contributions.

8.14 Payment of wages

8.14.1 Employees will be paid fortnightly or as otherwise agreed by Council and the Employee (however any agreement between Council and an Employee in relation to the payment of wages will not result in the Employee being paid less regularly than at monthly intervals by Council). Employees will be paid by electronic funds transfer.

8.15 Junior wages

8.15.1 A junior employee classified in accordance with the definitions of Bands 3 to 8 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	% of minimum weekly salary
at 16 years and under	55%
at 17 years	65%
at 18 years	75%
at 19 years	85%
at 20 years	95%

8.16 Trainees

- 8.16.1 A trainee shall be engaged in accordance with the terms and conditions of employment as prescribed in Schedule D of the Victorian Local Government Award 2015 (as varied from time to time).
- 8.16.2 In addition to the entitlements set out in this clause, Trainees will be entitled to overtime paid a rate of time and a half for the first two hours and double time thereafter.

8.17 School-based apprentices

- 8.17.1 Employment will be as prescribed in Schedule C of the Victorian Local Government Award 2015 (as varied from time to time).
- 8.17.2 In addition to the entitlements set out in this clause, school-based apprentices will be entitled to overtime paid a rate of time and a half for the first two hours and double time thereafter.

8.18 Supported wage system

- 8.18.1 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).
- 8.18.2 In addition to the entitlements set out in this clause, employees engaged under the supported wage system will be entitled to overtime paid a rate of time and a half for the first two hours and double time thereafter.

8.19 First aid allowance

- 8.19.1 An Employee who is the current holder of an appropriate first aid qualification, such as a certificate from a nationally accredited body, will be paid a daily allowance if the Employee is appointed by Council to perform first aid duty, at the rate contained as per Schedule 2 (Allowances).
- 8.19.2 This allowance will not apply where the Employee is required to hold a first aid certificate as part of their position description unless appointed as a Council First Aid Officer.

8.20 Mileage

- 8.20.1 Kilometre reimbursement for use of own motor vehicles
- 8.20.2 Where employees are required to use their own motor vehicles whilst on official Council business they will be reimbursed via the payroll system in accordance with the Australian Taxation Office cents per kilometre rate for motor vehicle expenses, as adjusted by the Australian Taxation Office from time to time.

8.21 Damage cover for private motor vehicles while on Council business

- 8.21.1 Should an employee have their private motor vehicle damaged whilst on official Council business, the employee will be covered as follows:
 - a. What is covered:
 - i. If the employee's vehicle is damaged whilst it is being used in the course of their employment, Council has an insurance policy which covers the cost of the insurance excess the employee pays as part of their claim;
 - ii. The maximum payable per claim is \$1,000;
 - iii. When they next renew their policy and on production of proof of payment of the insurance renewal increase, employees will also be

compensated with a payment of \$200 to cover loss of any no-claim bonus and/or increase in premiums;

iv. Both the excess and compensation payment will be made through the creditors system. Further details can be obtained from Fleet Management.

b. Conditions of cover:

i. The incident must be reported to the Employee's manager as soon as practicable, including what damage has occurred and details recorded in Council's safety reporting system.

ii. The accident must have occurred whilst the Employee was carrying out their official Council duties;

iii. The vehicle must be privately owned and comprehensively insured;

iv. A claim must be lodged with and accepted by the Employee's motor vehicle insurer;

v. The Employee must have paid the excess to the insurer/repairer.

c. What is not covered:

i. Any costs which do not exceed the excess. For example, if an employee has an excess of \$500, but only \$300 damage, the employee will not be covered. The minor motor vehicle damage provisions below may be applicable in this case;

ii. Any costs which are not covered by the employee's motor vehicle insurer;

iii. Accidents which occur whilst the Employee is carrying out non-work related activities (e.g. personal shopping, medical appointments, school trips, etc.).

d. Minor motor vehicle damage

i. In the event that damage is sustained whilst on Council business, which is below the individual insurance excess, Council will contribute up to \$200 towards the cost of repairing such damage

ii. Council contribution will be paid on production of receipt for repair and police report and/or statutory declaration detailing the damage.

iii. All minor damage must be reported to the Employee's manager as soon as practicable, including what damage has occurred and details recorded in Council's safety reporting system.

iv. Payment will be made through the creditors system via a payment request form.

v. The payment request form must be approved by the Employee's manager

8.21.2 Damage cover for private motor vehicles parked at Westfield Plenty Valley Shopping Centre, South Morang and Pacific Epping, Epping.

a. In recognition of the special circumstances relating to parking in a high turnover car park for private cars owned by Employees that are permanently based at Westfield Plenty Valley or Pacific Epping, Council will make a contribution of up to \$450 gross per annum for damage sustained on production of evidence and on receipt of repair.

b. All damage must be reported to the employee's manager as soon as practicable, including what damage has occurred and details recorded in Council's safety reporting system.

c. Payment will be made through the creditors system via a payment request form.

d. The payment request form must be approved by the Employee's manager.

8.22 Reimbursement of expenses

- 8.22.1 All out-of-pocket expenses reasonably incurred by any Employee in order to perform their work as directed by Council, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses and the cost of special protective clothing, footwear and personal protective equipment (PPE), incurred in connection to the Employee's duties will be paid by Council. However, reimbursement need not be made if Council reasonably provides these items directly to the employee.
- 8.22.2 Council will reimburse an Employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied in order to perform their work as directed by Council. However, reimbursement need not be made if Council supplies the tools, instruments or equipment.
- 8.22.3 Council may require the Employee to present proof of payment prior to the reimbursement.

8.23 Higher duties/Multi-Skilling

- 8.23.1 An Employee may be directed to carry out such duties as are within the limits of the Employee's skill and consistent with Council's obligation to provide a safe and healthy working environment.
- 8.23.2 An Employee directed by Council to carry out work of a lower classification/allowance for one day or more, will have no loss of pay.
- 8.23.3 An Employee directed by Council to carry out work of a higher classification for one day or more, will be paid at the A Level/higher allowance of the higher classified position.

8.24 Overtime meal allowance

- 8.24.1 An Employee will be provided with an unpaid Meal Break and a first meal allowance where the Employee is:
 - a. required to work overtime continuously from normal working hours providing the work extends until after 6.30pm; or
 - b. required to work overtime of four consecutive hours on a non-ordinary work day providing the Employee is required to return to work following the Meal Break; or
 - c. recalled to work overtime in excess of two continuous hours after leaving the place of employment and is required to commence overtime prior to having a meal at a Recognised Meal Time.
- 8.24.2 An Employee will be provided with a Meal Break and subsequent meal allowance where the Employee is:
 - a. required to work an additional four consecutive hours of overtime following the receipt of a first meal allowance and providing the Employee is required to return to work following the Meal Break; or
 - b. recalled to work overtime in excess of four consecutive hours after leaving the place of employment and is not required to commence overtime prior to having a meal at a Recognised Meal Time.
- 8.24.3 Where the Employee has been advised the day prior that they are required to work overtime then they will not be entitled to the subsequent meal allowance.
- 8.24.4 Council and Employee may mutually agree for the Employee to work continuously without a Meal Break, without loss of the meal allowance.
- 8.24.5 Where the Employee can return to their place of residence for the purpose of taking a Meal Break or Council provides a suitable meal the meal allowance provided for in this clause does not apply.

8.25 Payment for Instruments/Equipment

8.25.1 Council will provide the Employee with all instruments and equipment required to perform the role. Where Council provides instruments and equipment they will remain the property of Council and will be returned by the Employee upon termination.

8.26 Staff Language Aides Allowance

8.26.1 Council is committed to improving communication with its community and recognises that bi-lingual employees are an asset to the organisation.

8.26.2 The Staff Language Aides Scheme is an initiative under Council's Multicultural Plan. A key component of the scheme will be the payment of a Language Aides Allowance as per Schedule 2 (Allowances) (pro-rata for part-timers) to a number of selected employees subject to the following conditions:

- a. The Scheme will focus on the top ten (10) languages spoken in the City of Whittlesea and will complement Council's professional translation/interpreter service.
- b. Council will establish, maintain and publish a register of trained employees (Language Aides) who are willing to use their language and cultural skills to facilitate communication with the community.

8.27 Bi-lingual Staff Allowance

8.27.1 In recognition of the relatively high proportion of residents from culturally and linguistically diverse (CALD) backgrounds, Council agrees to pay Employees that use their second language in the process of undertaking their substantive role a bilingual allowance.

8.27.2 The bilingual allowance is limited to Employees working in the Ageing Well Department. Payment of the allowance will only be made where it can be demonstrated that the Employee can speak the relevant language and regularly and frequently uses a language other than English in their daily duties (i.e. having conversations with CALD residents in their language).

8.27.3 Eligibility for the allowance will be determined on a case by case basis and will require the joint approval of the relevant Director/Executive Manager and Chief People Officer.

8.27.4 The bilingual allowance (Schedule 2) will be subject to annual adjustments in accordance with the Agreement percentage increases for the life of the Agreement.

8.28 Workers Compensation

8.28.1 Workers compensation is a form of insurance payment made to employees if they are injured at work or become sick due to their work, in accordance with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) (WIRC). Workers' compensation includes payments to compensate employees for loss of wages, treatment expenses and rehabilitation expenses.

8.28.2 Accident make up pay is a "top up" payment made directly by Council to employees who are receiving workers compensation and who cannot work at full capacity. It covers the shortfall between workers' compensation payments and the pre-injury average weekly earnings (PIAWE). The PIAWE is calculated in accordance with the WIRC by Council's insurer.

8.28.3 Council will pay accident make up pay for 45 weeks for all employees.

8.28.4 While in receipt of workers' compensation, the following leave and superannuation entitlements apply:

- a. Long service leave will accrue as per 12.5.
- b. Personal leave will accrue only on actual hours worked.
- c. Annual leave and annual leave loading will accrue based on the employee's base rate of pay for 45 weeks. After 45 weeks, annual leave and annual leave loading will accrue based only on actual hours worked.
- d. Superannuation will be paid based on employee's base rate of pay for 52 weeks.

SECTION 6 HOURS OF WORK AND RELATED MATTERS

9. Ordinary hours of working and rostering

9.1 Ordinary days and ordinary hours

9.1.1 The ordinary hours and days of work are as listed below:

Role/ Work Area	Ordinary Days	Ordinary Spread of Hours
All employees	Monday – Friday	6:00am – 6:00pm
Immunisation Staff (other than Immunisation Nurses)	Monday – Friday	8:00am – 8:00pm

- 9.1.2 The start and finish time of work on any day within the spread of hours will be determined by Council according to work requirements from time to time.
 - 9.1.3 Earlier start or later finish times within the ordinary spread of hours may be agreed between the Employee and Council beyond the spread of hours.
 - 9.1.4 The Employee and Council, after consultation, may enter into a written agreement to change the ordinary hours of duty to be worked at any time on any days between Monday to Friday (inclusive). Any agreement made between Council and an Employee will be in the form of an Individual Flexibility Agreement and comply with all of the requirements set out in clause 3.9 of the Agreement.
 - 9.1.5 Employees may be required to work in accordance with the hours specified in the work centre or location irrespective of the spread of hours as listed above.
- 9.2 Arrangement of hours
- 9.2.1 By written agreement between Council and an Employee, the ordinary hours per week can be an average of 38 hours per week but not exceeding 152 hours in a four week period.
 - 9.2.2 Any agreement may be varied or terminated with four weeks' notice by either the Employee or Council.
 - 9.2.3 Casual or part time Immunisation Staff (other than Immunisation Nurses) shall be paid a minimum three (3) hours wages per session.
 - 9.2.4 A casual employee engaged as a swimming instructor, fitness instructor, personal trainer, school crossing supervisor or cleaner engaged at a small stand-alone location with a total cleaning area of not more than 300 square metres must be engaged and paid for at least one (1) hour of work on each occasion they are required to attend work.
 - 9.2.5 All other casual employees must be engaged and paid for at least two (2) consecutive hours of work on each occasion they are required to attend work.

9.3 Maximum ordinary hours in a day

9.3.1 An Employee may work up to a maximum of eight (8) ordinary hours on any day (excluding unpaid Meal Breaks), unless agreed as per clause 3.9 Individual Flexibility Arrangement or 9.3.2 applies.

9.3.2 Employees other than Physical and Community Services Employees that are engaged in Community Services can work up to a maximum of 9 (nine) hours per day.

9.4 Rosters and changes to rosters

9.4.1 Where an Employee works to a roster the ordinary hours of duty are the hours specified for the roster for that day.

9.4.2 In accordance with clause 4 (Consultation), where an Employee is required to work according to a roster, the Employee will be provided with a minimum of two (2) working days' notice of any change to the roster.

9.4.3 If the amount of notice has not been provided the Employee will be entitled to payment at overtime rates for all time worked that was not on the roster for the day. The Employee will not be eligible for an overtime payment if:

- a. the alteration to the roster was made by the Employee;
- b. varied by mutual agreement with their supervisor's approval; or
- c. has come about through circumstances beyond Council's control for which Council cannot be reasonably held responsible.

9.5 Rostered days off (RDO)

9.5.1 Where a written agreement between Council and an Employee provides for a RDO, the RDO may be scheduled on any day Monday to Friday.

9.5.2 Where two (2) working days' notice has been provided, an Employee may be required to work on their scheduled RDO. Such Employees will do so with no additional payment for the day but will be granted equal time off within the current or following pay period, without loss of pay.

9.5.3 In the absence of two (2) working days' notice an Employee may agree to work on their RDO subject to the conditions which would have prevailed had two (2) days' notice been given.

9.5.4 Failure to grant the equal time off within the current or following pay period, the Employee will be paid for the hours worked at the appropriate overtime rate.

9.5.5 Where two (2) working days', notice has not been given, the Employee will not be entitled to overtime rates for the hours worked, where the alteration in schedule was:

- a. made by the Employee with mutual agreement by their supervisor, or
- b. on direction of Council, where the circumstances are outside Council's control and Council could not reasonably be held responsible.

9.5.6 Employees can bank up to three (3) RDO's with prior approval from their supervisor.

9.5.7 If an employee is on a scheduled RDO, the following leave types; sick, carers, bereavement/compassionate and funeral leave cannot be taken in lieu of the scheduled RDO.

9.6 Taking of Meal Breaks

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

- 9.6.2 In the case of unforeseen circumstances, the Meal Break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health, safety and risk standards.
- 9.6.3 Where an Employee was prevented from taking a scheduled Meal Break, and no unforeseen circumstance apply, an Employee will be paid overtime from when the Meal Break was due and until a Meal Break is provided or the end of the days shift, whichever comes first. This provision does not apply in circumstances where the Employee at their initiative chose not to take a Meal Break.

9.7 Community Services client provisions

- 9.7.1 The Community Services Directorate operates a range of activities for members of the local community with identified needs. This clause only applies to Community Services employees such as child carers and adult day care employees whilst undertaking duties which require them to remain on-site and be available to ensure the duty of care and welfare of vulnerable persons, or who must remain on-site and be available to ensure regulated staff client ratios.
- 9.7.2 At the direction of Council, when required to maintain both client duty of care and prescribed staff/client ratios:
- a. Paid meal breaks of 30 minutes duration will be provided to Employees so that they are able to take sustenance and remain in the immediate work vicinity so as to maintain availability to deliver client duty of care at any time if required.
 - b. For any overnight arrangements:
 - i. Employees will receive their normal pay for the initial eight (8) hour shift.
- 9.7.3 For the first three (3) additional hours (beyond the initial eight (8) hour shift), the Employee will be entitled to be paid at the rate of time and one-half or at the relevant rate for any Saturdays, Sundays or public holidays, whichever is greater.
- 9.7.4 For additional hours worked (beyond 11 hours in any shift), the employee will be entitled to be paid at the rate of double time whilst they remain on active duty or at the relevant rate for a public holiday, whichever is greater.
- 9.7.5 In lieu of paid overtime, and by mutual agreement, this may be taken as time in lieu in accordance with the Time in Lieu provisions.
- 9.7.6 For the balance of the 24 hour period, whilst not on active duty, the Employee will receive a sleepover allowance, as per Schedule 2 (subject to annual adjustments in accordance with the Agreement percentage increases for the life of the Agreement) and remain in the general vicinity of the clients.
- 9.7.7 On the next day, Employees will receive their normal pay until the end of their normal shift.
- 9.7.8 In addition, at the conclusion of the overnight(s), permanent full-time Employees will receive a single paid day off as recovery time, to be taken on the next working day – this time is not to be accrued. This paid time off will also apply to a part-time employee if they had been rostered to work the day after returning from the overnight arrangement.

10. On Call and Availability

10.1 Application of On Call and Availability

- 10.1.1 Council may nominate an Employee for On Call or Availability duty. The nominated Employee on duty will be paid a weekly allowance as prescribed in Schedule 2 Allowances.
- 10.1.2 In addition to the weekly allowance, Employees will be eligible for payment of time worked at the appropriate penalty rate with a minimum payment of one (1) hour. Time reasonably spent getting to and from work will count as time worked.

10.1.3 Where an Employee, with the prior agreement of their supervisor, delegates On Call or Availability duty to another Employee, then the allowance will be paid pro-rata to each Employee.

Allowance	When the Allowance is paid	Restrictions
Availability	Where a rostered Employee is required to be continuously available to: <ul style="list-style-type: none"> • Be in a condition to respond to calls or work instructions • Respond to calls or work instructions; • Take up duty within 15 minutes 	The Employee will not: <ul style="list-style-type: none"> • Go where they cannot be contacted by telephone; and • After having been contracted, can take up duty within 15 minutes.
On Call	Where a rostered Employee is required to be On Call to: <ul style="list-style-type: none"> • Be in a condition to respond to calls or work instructions; • Respond to calls or work instructions; • Take up duty within 1 hour. 	The Employee will not: <ul style="list-style-type: none"> • Proceed where they cannot respond to a telephone call and telephone for duty and work instructions.

10.2 On Call and Availability Exclusions

10.2.1 The On Call and Availability Allowances will not apply:

- a. To Physical and Community Services Employees;
- b. When the overtime is continuous, subject to an appropriate Meal Break, with the commencement or completion of ordinary working hours;
- c. In cases where it is customary for an Employee to return to the Council premises to perform a specific job outside of their normal working hours; or
- d. Where an Employee fails to comply with the provisions of the On Call Duty or Available allowance

10.2.2 Time worked in these circumstances will not be regarded as overtime for the purposes of this clause when actual time worked is less than one hour on each occasion.

10.3 Rest Period after On Call and Availability

10.3.1 Clause 11.5 (Rest Period after overtime) does not apply to an Employee who is on call or availability. Employees working on call and availability will have a least eight (8) consecutive hours off duty between work on successive days or shifts.

10.3.2 An Employee who works for more than three (3) hours responding to On Call or Availability will be released from duty without loss of pay for ordinary working time occurring during such absence for a period of ten (10) hours.

10.3.3 If on the instructions of Council, an Employee resumes or continues work without having had the eight (8) or ten (10) consecutive hours off, the Employee must be paid at the rate of double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.3.4 This clause shall not apply when the overtime is continuous (subject to reasonable Meal Break) with the completion or commencement of ordinary working hours.

10.3.5 Where the overtime is performed within the three hours before the Employee's ordinary commencement time, the overtime payment will be for all time from the start of the overtime is performed until the Employee's ordinary commencement time.

11. Overtime

This clause does not apply to Senior Executive Officers.

- a. Further, this clause does not apply to Employees where it is customary for the Employee to return to their place of employment on any day to perform a specific task which is outside their ordinary working hours and the time worked is one (1) hour or less on each occasion.
- b. The payment of overtime under this clause with respect to Special Engagement employees will be calculated on the Special Engagement Ordinary Rate rather than the Ordinary Rate.
- c. Special Engagement employees who are engaged on a casual basis will receive the Special Engagement Ordinary Rate but will not receive any additional penalty rates contained in this Agreement.

11.1 Reasonable overtime

11.1.1 Council may require any Employee to work reasonable overtime paid at overtime rates.

11.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would be considered unreasonable. In determining whether additional hours are reasonable or unreasonable the following should be taken into account and read in conjunction with the NES:

- a. any risk to the 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 Council of the overtime and by the Employee of his or her intention to refuse it; and
- e. any other relevant matter.

11.1.3 When overtime work is necessary, it will, wherever practicable, be arranged so that an Employee works not more than sixteen hours in any period of 24 consecutive hours.

11.2 Overtime

11.2.1 Unless otherwise provided, overtime means all work performed at the direction of Council:

- a. In excess of the Employee's ordinary weekly hours as specified in sub clause 9.1, or clause 6.1.11 as applicable;
- b. On days outside of the ordinary working days for the Employee as specified in sub clause 9.2, or clause 6.1.27 as applicable;
- c. In excess of the maximum ordinary hours on any day provided by sub clause 9.3, or clause 6.1.27 as applicable.
- d. Penalty rates will apply to part time and casual Employees only when the hours performed exceed eight in any day within the normal spread of hours, except as otherwise provided or exceed the weekly ordinary hours of work for a full time Employee.
- e. No overtime will be worked without the prior approval of the CEO, or other authorised officer of Council. An Employee may only work overtime without approval where the urgency of the work requires it.

11.2.2 Where it is customary for an Employee to return to work to perform a specific job or task 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 occasion and will be paid at Ordinary Rates.

11.2.3 Where an Employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, Council will provide the Employee with a conveyance to the Employee's home or pay the Employee at the current rate of pay for the time reasonably occupied in reaching their home.

11.3 Payment for overtime

11.3.1 The payment of overtime rates is calculated on the Employee's hourly Ordinary Rate. In computing overtime, each day's work stands alone.

11.3.2 Where overtime is continuous, with overtime commenced on the day previous, the minimum payment of hours will not apply for the new day.

Requirements	Hours	Penalty Rate
Overtime	First three hours	Time and a half
	Time thereafter	Double time
Saturday Overtime <ul style="list-style-type: none"> • Minimum payment of three hours worked for full time Employees • Minimum payment for one hour for part time and casuals 	First three hours	Double time
	Time thereafter	
Sunday Overtime <ul style="list-style-type: none"> • Minimum payment for three hours worked for full time Employees • Minimum payment for one hour part time and casuals 	All time	Double time
Public Holidays <ul style="list-style-type: none"> • Minimum payment for three hours worked for full time Employees • Minimum payment for one hour for part time and casuals 	Within ordinary hours	Double time and a half for hours worked
	Outside of ordinary hours	Double time and a half for hours worked

11.4 Time off instead of payment for overtime

11.4.1 All overtime hours worked which are then converted to TIL must be approved in advance by the relevant Manager/Unit Manager except in emergency situations where the Manager/Unit Manager cannot be contacted prior to the time being worked. In these cases, the Manager/Team Leader will be advised as soon as possible after the overtime hours have been worked;

11.4.2 All TIL arrangements must be recorded in the payroll system.

11.4.3 TIL will be recorded at 1.5 hours for every hour worked. (i.e. if an employee works 3.5 hours, the total TIL recorded will be 5.25 hours).

11.4.4 The taking of TIL is to be at mutually convenient times and requires the advance authorisation via iConnect from the relevant Manager/Unit Manager;

11.4.5 The maximum amount of TIL that can be accrued is 37.5 hours (effectively 25 hours worked). Arrangements for accrual of greater hours or carrying of TIL credits for longer periods will only be approved in special circumstances and will require the express written approval of the relevant Director/Executive Manager. (e.g. employees involved in the Active and

Creative Communities Department Events Program which is presented over several weekends and numerous evening sessions);

11.4.6 Any TIL must be taken within three (3) months of being accrued, at a time agreed between the parties;

11.4.7 If not taken within the three (3) month timeframe, the TIL is to be paid out as overtime at the applicable rate at which it was worked.

11.5 Rest Period after overtime

11.5.1 Where reasonably practicable, working hours should be arranged so that an Employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts.

11.5.2 An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary hours on one (1) day and the commencement of their ordinary hours on the next day, that the Employee has not had at least ten (10) consecutive hours off duty between those times must, subject to other provisions in this clause, be released until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

11.5.3 If on the instructions of Council, an Employee resumes or continues work without having had the ten (10) consecutive hours off, the Employee must be paid at the rate of double time until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

11.6 After-hours dependent care

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

11.6.2 Council will reimburse reasonable expenses incurred for dependent care or childcare in situations as outlined above subject to the provision of appropriate written evidence from the employee.

11.7 Recalled back to work

11.7.1 An Employee who is recalled to work overtime after leaving the Employee's place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of three (3) hours work at the appropriate overtime rate from the time that the employee departs for work.

11.7.2 This clause does not apply to an Employee receiving an On Call or Availability Allowance. This clause shall not apply when the overtime is continuous (subject to reasonable Meal Break) with the completion or commencement of ordinary working hours.

11.8 End of year operational adjustments

11.8.1 The purpose of this clause is to enable Council to manage part or all of its operations for the three standard (non-public holiday) working days, from the start of the first standard working day after Christmas Day, to the end of the last standard working day before New Year's Day (1 January) (operational adjustment period).

11.8.2 Where Council intends to manage part or all of its operations for the operational adjustment period, Council:

- a. will notify relevant Employees in writing of this intention no later than 1 October of the year in which this is to take place;
 - b. will request relevant Employees express interest in agreeing to utilise any accrued RDOs, time in lieu, annual leave, substitute leave or additional hours accrued under a flexible working arrangement for the period; and
 - c. may require a minimum level of staffing to meet the operational requirements of the workplace.
 - d. will not unreasonably refuse any request from employees to continue to work during this period.
- 11.8.3 If there are insufficient expressions of interest from relevant Employees to give effect to this, the following process will be applied, in order:
- a. Council may direct an Employee who has excessive annual leave (as defined in clause 12.1) to take annual leave during the closedown period;
 - b. Council may then direct an Employee with accrued time in lieu/RDOs or substitute leave to take that leave during the closedown period;
- 11.8.4 Where an Employee has insufficient leave or time in lieu, Council may agree to temporarily alter the ordinary working arrangements of the Employee to allow the Employee to bank sufficient time to cover their absence.

SECTION 7 LEAVE AND PUBLIC HOLIDAYS

12. Leave

12.1 Annual leave

- 12.1.1 All Employees (except casual Employees) are entitled to four (4) weeks' annual leave for each year of continuous service (pro rata for part time Employees). 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.
- 12.1.2 For the purposes of annual leave, an Employee will not be entitled to accrue annual leave during the following absences:
- a. unauthorised absence;
 - b. Leave Without Pay;
 - c. unpaid personal leave when the total period in one (1) year of employment exceeds one month;
 - d. unpaid personal leave arising out of or attributable to employment, other than employment with Council, for which the Employee receives any form of remuneration;
 - e. any other periods of unpaid leave unless accrual is specifically provided for in this agreement
- 12.1.3 Annual leave will be taken at a time mutually agreeable between the Employee and Council.
- 12.1.4 Where a public holiday falls during a period of annual leave, the day of the public holiday will not be deducted from the Employee's leave entitlement.
- 12.1.5 Subject to clause 12.4, an Employee will be paid at their Ordinary Rate of pay during periods of annual leave.
- 12.1.6 An Employee may request a period of accrued annual leave to be paid in advance of the taking of a period of leave. The request must be made in advance of the Employee taking the period of leave.

- 12.1.7 If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, Council must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.
- 12.1.8 Where staff have accrued in excess of eight (8) weeks annual leave, they will be required to provide a plan to reduce leave to eight (8) weeks to be taken within an agreed timeframe. They may otherwise, with four (4) weeks' notice, be directed by Council to take the excess annual leave, provided the employee retains a balance of at least eight (8) week' annual leave and the direction to use leave is reasonable.
- 12.1.9 For the purpose of s.87(1)(b) of the Act, a shift worker is an employee:
- a. 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
 - b. who is regularly rostered to work on Sundays and public holidays.
- 12.1.10 Where an employee with 12 months' continuous service is engaged for part of the 12-monthly period as a shift worker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a shift worker.
- 12.1.11 Annual leave may be requested to be taken at half pay. The request must be made in writing in advance of the Employee taking the period of leave. Council will not unreasonably refuse this request.

12.2 Cashing out of Annual Leave

- 12.2.1 Employees may also elect to cash out an amount of annual leave accrued, subject to the following conditions:
- a. The Employee may cash out annual leave. If using the cash out option employees must retain a minimum balance of four (4) weeks. The minimum payment of leave which may be considered is five (5) days. Annual leave will be given and taken at a time mutually agreeable to both Employee and Council.
 - b. Council cannot force an employee to cash out any annual leave. An Employee who wishes to cash out an amount of annual leave must submit a separate written election for each occasion to forego the amount of annual leave in return for a cash payment.
 - c. Any payments made for the purposes of cashing out under this clause will be at the employee's ordinary rate of pay at the time of election.
 - d. Once payment has occurred, all details, which include the number of cashed out annual leave hours paid, the total dollar value of cashed out annual leave paid, and the residual annual leave entitlement will be available on the employees' payslip.
 - e. Employees using ePayslip will see the residual annual leave entitlements on the ePayslip control screen, with annual leave hours paid and the total dollar value of cashed out annual leave paid on the actual ePayslip.
 - f. Employees are encouraged to seek independent financial advice before cashing out annual leave.

12.3 Purchased leave

- 12.3.1 The 48/52 model of employment is an example of a purchased leave model of employment whereby the employee receives four (4) weeks' recreation leave and an additional four (4) 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.

- 12.3.2 The 48/52 model of employment may only be introduced at an Employee's initiative and is subject to the approval of the Chief Executive Officer or their delegate. An employee must apply via online form to work the 48/52 model of employment. A decision to approve an application for 48/52 employment will be based upon:
- a. The operational needs and requirements of the work unit/department;
 - b. Approval for a period of 12 months in respect of any one application.
- 12.3.3 An employee working under the 48/52 model of employment may not, without the express permission of Council, revert to standard employment arrangements during any annual cycle for which approval under this clause has been granted. Each approved case will be reviewed at the end of the 12 month cycle.
- 12.3.4 Any overtime worked by an employee who is engaged under the 48/52 model of employment will be paid at the employee's substantive rate rather than the reduced rate.
- 12.3.5 Subject to the operational conditions and approval requirements stated in this clause, employees may be approved for working under the 46/52, 47/52, 49/52, 50/52 and 51/52 models of employment. For example, where the employee receives an additional three (3) weeks unpaid leave per year (49/52) or two (2) weeks additional unpaid leave per year (50/52) and is paid at the appropriate fractional rate of the annual salary (Band and Level) for their position.
- 12.3.6 Employees are encouraged to seek independent financial advice before entering into a purchased annual leave arrangement.

12.4 Annual Leave Loading

- 12.4.1 In addition to payment for annual leave provided, an Employee will be paid annual leave loading of 17.5% calculated on the Employee's Ordinary Rate. Physical and Community Services Employees will also receive the loading on any allowances payable during a period of annual leave.
- 12.4.2 Annual leave loading will be paid on the same date each year as determined by Council;
- 12.4.3 The maximum amount of annual leave loading payable (with the exception of Physical and Community Services Employees) will be an amount equal to the Statistician's Average Weekly Earnings for May of the year preceding the year in which the leave falls due.

12.5 Long Service Leave

- 12.5.1 Long Service Leave accrues at the rate of 13 weeks after ten (10) years of continuous service in accordance with the Local Government (Long Service Leave) Regulations 2021 (Vic).
- 12.5.2 In addition, eligible employees are entitled to take long service leave on a pro-rata basis after seven (7) years' of continuous service. Council will also recognise long service leave for employees who leave the organisation after seven (7) years.
- 12.5.3 An employee who accesses long service leave before ten (10) years of service has been completed must acknowledge that they will not make further claims on that leave when it becomes an entitlement at ten (10) years' of service. Accruals for part time employees will be on a pro-rata basis.
- 12.5.4 If an employee leaves Council and does not transfer to another Authority with reciprocal arrangements, the payout will be calculated on completed years of service.

12.6 Personal Leave

- 12.6.1 The Employee will be eligible to accrue personal leave on the following basis:

- a. On the date of commencement with Council, all Employees, other than casuals shall have their personal leave entitlement of 91.2 hours (pro-rata) granted.
- b. In the second and subsequent years of employment; an eligible Employee shall accrue 91.2 hours (pro-rata) personal leave annually.

12.6.2 An Employee may take paid personal leave:

- a. because the Employee is not fit for work because of a personal illness (including emotional), or injury, affecting the Employee, in accordance with the Sick Leave clause below (12.8); or
- b. for use in accordance with Carer's Leave clause below (12.9)

12.6.3 Unused personal leave accruals are cumulative from year to year.

12.6.4 Employees can donate up to a total of two (2) weeks Personal Leave to a colleague on one (1) occasion per year. Should the staff member donating personal leave be an active employee, the employee must hold a balance of at least four (4) weeks personal leave after the donation.

12.7 Personal Leave upon termination

12.7.1 Subject to the lawful deductions provisions of the Fair Work Act, on termination of employment, if the Employee has utilised any personal leave benefit in advance of accruing it; Council may deduct the amount of personal leave taken from any monies due to the Employee.

12.7.2 Up to 152 hours accumulated personal leave may be transferred between Councils who are covered by the Victorian Local Government Award 2015 subject to the following conditions:

- a. An Employee's service between Councils is continuous (breaks of two months' or less will be deemed not to break continuity);
- b. The Employee at the time of engagement to the new Council produces certified documentation from the previous Council verifying the amount of personal leave accumulated and the date upon which the last entitlement was credited;
- c. Where an Employee's accumulated personal leave is less than 152 hours, then the amount of personal leave accrued will be eligible for transfer;
- d. Provided that an Employee will not be entitled to have more than 91.2 hours credited to them in respect of any twelve month period.

12.7.3 When an Employee has their employment terminated, other than for misconduct or absence from work without a reasonable excuse, and is re-employed within a period of twelve months, the number of days of personal leave not taken prior to termination of employment will be credited to the Employee upon completion of one month of employment.

12.8 Sick leave

12.8.1 An Employee is entitled to use accumulated personal leave for personal illness or injury. This includes emotional wellbeing.

12.8.2 Where an Employee is absent due to personal illness (including emotional) or injury, they will notify Council as soon as possible during the first part of the working day stating the nature of the illness or injury and the estimated duration of the absence.

12.8.3 Where it is not reasonably practicable to inform Council during the first part of the working day of such absence, the Employee will inform Council within 24 hours of the commencement of such absence where reasonably practicable.

12.8.4 For each period of personal leave exceeding three (3) working days, the Employee must, if required by Council, provide Satisfactory Evidence.

- 12.8.5 Council may require Satisfactory Evidence to be provided with respect to any period of personal leave, with the exception of four (4) days per annum that the Employee is entitled to take for emotional wellbeing.
- 12.8.6 Evidence may be required for any absence, if the absence is either the working day before or the working day after a rostered day off, approved leave or public holiday.
- 12.8.7 Where a public holiday is observed during any period of personal leave it will not be regarded as part of the personal leave.
- 12.8.8 Satisfactory Evidence will be provided to Council at the earliest reasonable opportunity or on the first day back at work, (whichever is earlier) but no later than fourteen days after the occurrence of the personal leave.
- 12.8.9 Any period of sick leave incurred by an employee who is on paid annual leave will have the annual leave reimbursed in accordance with the NES upon the production of Satisfactory Evidence.
- 12.8.10 Council recognises that some employees may require sick leave when they are experiencing symptoms of menstruation or menopause, and that the normal evidence requirements should not apply in this circumstance. Where an employee is absent due to menstruation/menopause and they wish to activate the different evidence requirements under this clause, they will notify Council as soon as possible during the first part of the working day of such absence, stating either the general nature of the illness or injury or that they will be taking leave under this clause, and the estimated duration of the absence. An employee is not required to provide the standard personal leave Satisfactory Evidence with respect to this leave, for up to four (4) days per calendar month. For clarity, this leave remains sick leave and will be drawn from personal leave entitlements, and is not an additional type of leave.

12.9 Carers Leave

- 12.9.1 An Employee (other than a casual Employee), who has responsibilities in relation to members of their Immediate Family or members of their household who need their care and support shall be entitled to use personal leave to provide care and support for such persons when they are ill or injured or who require care due to an unexpected emergency.
- 12.9.2 The Employee shall, upon request, provide Satisfactory Evidence to support the Carer's Leave.
- 12.9.3 The Employee must, where practicable, give Council 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 Council by telephone of such absence at the first opportunity on the day of absence.
- 12.9.4 An Employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care to a family member who is ill. In the absence of an agreement, the Employee is entitled to take up to two (2) days (a maximum of 16 hours) unpaid Carer's Leave per occasion.
- 12.9.5 An Employee may elect, with the consent of Council, to work make up time; where the Employee takes time off during ordinary hours to provide care or support to a member of their immediate family or household and works those hours at a later time during the ordinary spread of hours, as provided in this Agreement.

12.10 Pay out of Accrued Sick Leave

12.10.1 In acknowledgment of especially long service and commitment to Council, after ten (10) years of continuous service with the City of Whittlesea, upon resignation or termination, other than termination for serious misconduct, an employee will be paid out at their ordinary hourly rate of pay, 50% of the balance of their sick leave, up to a maximum of \$3000.

12.10.2 Eligible employees may elect to have this payment made directly to their nominated super fund. The payment will be classified as an after tax deduction.

12.11 Taking personal leave while on annual or long service leave

12.11.1 Where an employee has a personal illness, injury or is required to care for a member of their immediate family or members of their household as defined in clause 12.9.1, while on annual or long service leave, they shall be entitled to convert their leave to personal leave, upon the provision of satisfactory evidence, and to take their annual or long service leave another time.

12.11.2 This provision shall apply irrespective of the number of days in relation to which the employee seeks to convert long service or annual leave to personal leave.

12.12 Bereavement/Compassionate Leave

12.12.1 An employee, other than a casual employee, is entitled to bereavement/ compassionate leave without deduction of pay, equivalent to the normal number of hours worked in one (1) week (provided that the Employee will be entitled to a minimum of two (2) days paid bereavement/compassionate leave for each permissible occasion) paid on each occasion, if a member of the employee's immediate family or a member of the employee's household:

12.12.2 a. contracts or develops a personal illness that poses a serious threat to their life; sustains a personal injury that poses a serious threat their life; or

12.12.3 b. dies, (including outside of Australia).

12.12.4 A casual employee is entitled to bereavement/compassionate leave without pay each time an immediate family or household member suffers a life threatening illness or injury or dies.

12.13 Funeral leave

12.13.1 In the event of the death of an extended family member, a member of the employee's household or work colleague, an employee, other than a casual employee, is entitled to up to one (1) day of paid funeral leave per occasion to attend the funeral of the extended family member.

12.13.2 The term extended family member means uncles, aunts, cousins, nieces and nephews of the employee or the employee's spouse.

12.14 Blood donor leave

12.14.1 An employee, other than a casual employee, will be allowed paid leave of up to two (2) hours per attendance at the Australian Red Cross Blood Bank within the local work area, up to a maximum of four (4) attendances each calendar year for the purpose of giving blood, blood products or plasma.

12.14.2 The employee must provide reasonable notice to Council. Leave will be granted subject to meeting operational requirements. A certificate of attendance shall be provided to Council upon request.

12.14.3 Additional time to attend the blood bank over and above this entitlement may be granted with the permission of the line manager.

12.14.4 To ensure their safety and wellbeing, employees are required to refer to the Australian Red Cross Blood Service for general information.

12.15 Jury Service

12.15.1 Jury service is provided for in accordance with the NES community service leave provisions. This clause provides matters that supplement the NES.

12.15.2 An Employee will notify Council as soon as possible of the date upon which they are required to attend for jury service.

12.15.3 An Employee required to attend for jury service during their ordinary working hours will be reimbursed by Council an amount equal to the difference between the amount paid for their attendance for jury service and the amount of the Ordinary Rate they would have received had they not been on jury service.

12.15.4 The Employee will provide Satisfactory Evidence of proof of attendance, the duration of the attendance and the amount received in respect of the jury service.

12.16 Cultural and ceremonial leave

12.16.1 The Parties recognise and value the cultural diversity of Council's workforce and will therefore provide opportunities for employees to observe days of cultural, ceremonial and/or religious significance.

12.16.2 Where attendance requires time away from work, employees will be granted leave from existing entitlements, TIL, RDOs or unpaid leave.

12.16.3 Aboriginal and Torres Strait Islander peoples will be entitled to one (1) additional day of paid leave per calendar year, which can be taken as either a full day or multiple part days to participate in the following:

a. NAIDOC week activities; or

b. Ceremonial activities:

i. connected with the death of a member of their Immediate Family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or

ii. for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

The one (1) day of paid leave for Aboriginal and Torres Strait Islander peoples will not accrue from year to year and will not be paid out on termination of employment of the employee. Council may require proof of participation or proof of the requirement to participate, including details of the name or nature of the ceremony or cultural activity and times and dates of all proposed absences.

12.17 Emergency leave

12.17.1 In exceptional circumstances employees shall be entitled to apply for up to three (3) days' leave at ordinary pay (equivalent to the ordinary daily hours worked) per calendar year where, through no fault of their own (e.g. due to the result of a natural disaster such as a bush fire or flood), an employee is genuinely unable to attend for work and is able to demonstrate to the satisfaction of their Manager that, within reason, every effort was made to attend work.

- 12.17.2 Where an employee lives in an area that is affected by Code Red days and their children or dependents can't receive their usual care (school, in home care, kindergarten) or are not allowed to attend school, this leave is appropriate to be used in these cases.
- 12.17.3 The employee must advise their Manager as soon as possible of their inability to attend for work and the reasons for and duration of their unavailability.
- 12.17.4 The Manager may require evidence of such inability to attend for work, including a Statutory Declaration.
- 12.17.5 Emergency leave shall not be used in lieu of family, carer's or sick leave.

12.18 Service with Emergency Services organisations

- 12.18.1 Council supports its employees being involved in emergency service organisations (such as the SES and the CFA) and will grant leave with pay to allow active participation in these organisations for up to ten (10) days per calendar year. Requests for paid leave beyond ten (10) days per calendar year will be considered on a case by case basis.
- 12.18.2 Council accepts that in some circumstances where the emergency occurs outside of working hours and continues for a period in excess of four (4) hours, the employee shall be entitled to have a ten (10) hour break without loss of pay before continuing work.

12.19 Defence Force Leave

- 12.19.1 Council supports the participation of its employees in the Armed Forces Reserves and will grant leave with pay to allow attendance at training camps and course schools for up to 20 days per calendar year. Requests for paid leave beyond 20 days will be considered on a case by case basis.

12.20 Family Violence leave Statement of support

Family Violence leave is provided for in accordance with the NES. This clause provides matters that supplement the NES.

12.20.1 Statement of support

- a. Council recognises that family violence is a serious issue in our society generally, and in our communities. Employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work and Council is committed to providing support for these employees experiencing family violence. A comprehensive Family Violence policy has been developed to assist employees who are victims of family violence together with training for managers and key contacts on appropriate action to be taken, including the provision of support services and privacy issues.
- b. An employee experiencing family violence may also raise the issue confidentially with their immediate supervisor, manager, Family Violence Contact Officer/s or Human Resources.
- c. Council encourages affected employees to access support through Council's Employee Assistance Program (EAP) or specialist family violence services. The EAP is free and is strictly private and confidential. The EAP provider is able to provide professional assistance and offer further referral to other appropriate agencies. This will enable assistance to be provided to employees, based on professional advice, without intruding into the personal and private lives of employees.
- d. No adverse action will be taken against any employee if their attendance or performance at work suffers as a result of experiencing family violence.

e. An Employee who supports a person experiencing family violence may take one paid day per year of leave to accompany them to court, to hospital or to mind children, or with any other related needs. Employees may also take carer's leave for any subsequent days required in support of a person experiencing family violence.

12.20.2 Individual support

a. Council will approve any reasonable request for a safety plan from an employee experiencing family violence in order to minimise the risks to the employee in the workplace. Such safety plans will be developed in conjunction with specialist agencies. Safety plans may include arrangements such as:

- i. Changes to their span of hours or pattern of hours and/or shift patterns;
- ii. Job redesign or changes to duties;
- iii. Relocation to suitable employment within Council;
- iv. A change to their telephone number or email address;
- v. Any other appropriate request including those available under existing provisions for family friendly and flexible work arrangements.

b. An employee who is subject to family violence will have access to unlimited paid special leave (which includes at least ten (10) days paid leave under the NES) to:

- i. Attend medical and/or counselling appointments;
- ii. Attend legal proceedings and/or receive legal advice;
- iii. Attend court proceedings;
- iv. Attend police appointments;
- v. Arrange alternative accommodation;
- vi. Arrange alternative child care, kindergarten or schooling arrangement; and
- vii. Attend to any other activities associated with family violence including veterinary appointments.

12.20.3 Employees may be required to provide evidence of their eligibility for Family Violence leave. Satisfactory evidence includes; statutory declaration or letter or document provided by a service such as a doctor, Maternal and Child Care Health Nurse, family violence support worker, psychologist, police officer, court or other relevant professional or support organisation.

12.21 Gender Affirmation Leave

12.21.1 Council recognises that some employees may require leave to undertake a gender transition or to define their gender identity.

12.21.2 All permanent employees can access unlimited paid leave per year (pro rata for part time) to be used by the employee to attend medical, legal and other appointments associated with gender transition or gender identity.

12.21.3 Satisfactory evidence may be required and can be in the form of an agreed document issued by a medical practitioner, social worker, psychologist or lawyer.

12.21.4 Where required, support will be provided for the team of the employee who is undertaking a gender transition or defining their gender identity.

12.22 Leave without pay

12.22.1 Council may at its discretion, grant an employee leave without pay (LWP) for a period of up to 52 weeks, with the right for the employee to return to the same job or be offered a similar job on return if the original position does not exist.

- 12.22.2 LWP will only be granted when annual leave and long service leave entitlements have been exhausted.
- 12.22.3 During the period of LWP, long service leave, annual leave, personal leave entitlements and superannuation payments will be suspended until otherwise advised. All applications for LWP, in excess of six (6) months, require three (3) months' notice in writing (application via iConnect). The notice shall not be necessary when exceptional circumstances prevail.
- 12.22.4 The Employee will be notified in writing of the decision, including a reason in the event the leave is not approved. Notification will be given within 14 days of receiving the request.
- 12.22.5 The decision to approve LWP in excess of four (4) weeks will rest with the Chief Executive Officer or their delegate, having regard to the following:
- a. Operational needs of the position;
 - b. Need for continuity in the position;
 - c. Impact on other members of the team and business continuity;
 - d. Additional costs involved to replace employee whilst on LWP;
 - e. Transition costs and productivity losses; and
 - f. Whether another person is available who has the appropriate skills and qualifications and can fulfil the responsibilities of the position.
- 12.22.6 Council will not unreasonably refuse a request for a longer period of unpaid absence for the purpose of facilitating a relevant secondment opportunity, in accordance with Council's Secondment Policy.

12.23 Special Leave Pool

- 12.23.1 An accrual of up to 1,000 hours Sick Leave will be established from Personal Leave transfers of Employees terminating their employment, which would otherwise be forfeited, and donations from current Employees.
- 12.23.2 Employees can donate Personal Leave to the Special Leave Pool as long as a Personal Leave balance of at least 30 days is maintained at the time of donation.
- 12.23.3 To be eligible to access the Special Leave Pool, applicants must be permanent employees of Council and must demonstrate to the satisfaction of the CEO that they, or a member of their immediate family, have a serious and incapacitating illness/injury and have already exhausted all of their accrued leave.
- 12.23.4 Applications for this scheme must be for period(s) of not less than five (5) working days and up to a maximum of six (6) weeks for any one (1) application.
- 12.23.5 Only one (1) application will usually be allowed in any one (1) calendar year, however, where the CEO or their delegate agrees and where there are special circumstances, more than one (1) application may be made annually.
- 12.23.6 A medical certificate stating illness or injury and length of incapacity must be provided.
- 12.23.7 Application to utilise this Special Leave Pool can be made to the Chief People Officer or their delegate. Utilisation of the Special Leave Pool will be at the discretion of the CEO.
- 12.23.8 Payments for special leave will only be available if the "Special Leave Pool" has sufficient funds.
- 12.23.9 Balance of the Special Leave Pool and usage will be reported to the Staff Consultative Committee on a quarterly basis.

12.24 Public Holidays

- 12.24.1 All Employees (except casual Employees) will be entitled to be absent from work on Public Holidays as provided for in the NES.

12.24.2 Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual hours worked.

12.25 Return from extended leave

12.25.1 The Parties agree on the need for effective communication with Employees on extended leave of greater than six (6) months' duration including Parental Leave, periods of unpaid leave, workers compensation or extended study leave.

12.25.2 If requested by the Employee, and where possible using email as the main means of communication, Council shall provide information including internal newsletters and relevant information on work related developments, copies of corporate newsletters, and timely provision of relevant internal position advertisements

12.25.3 Council commits to the preparation of a return to work plan for all Employees on extended leave prior to the return to work date. The plan should include appropriate re-orientation and any necessary training to ensure the Employee's smooth transition once back to work. Employees required to attend any 'return to work' planning meetings are entitled to payment (i.e. meeting counts as work time).

12.25.4 Upon return to work, the Employee shall receive up to five (5) days (pro-rata for less than 12 months extended leave) of paid work training and/or re-orientation included in the work schedule as agreed by the Employee and line manager.

12.26 Transition to Retirement

12.26.1 Council recognises and values the contribution of older workers in maintaining a skilled and knowledgeable workforce. The provisions of this clause outlines options available for employees who elect to be part of the Transition to Retirement Program.

12.26.2 Employees who are 55 years or older and who have continuous service of more than twenty-four (24) months with Council, may elect to enter into the Transition to Retirement Program. Participation in this program is voluntary and must be made in writing to the relevant Manager.

12.26.3 Employees participating in the Transition to Retirement Program will have access to:

- a. Flexible working arrangements in accordance with clause 6.7 Flexible Working Arrangements. Flexible working arrangements may include, but are not limited to:
 - i. Reduction in hours (i.e. gradual or staggered);
 - ii. Reduction in full time hours to part time hours;
 - iii. Change in starting and finishing times and/or days;
 - iv. Job sharing;
 - v. Purchased annual leave arrangement.
- b. Access to annual leave and long service leave entitlements to assist in the transition to retirement.
- c. Employees will be permitted paid leave of up to four (4) hours to attend appointments related to their retirement planning, up to a maximum of two (2) occasions per Agreement.

12.26.4 Further options to be considered by management are:

- a. Changes to job roles (including the level of responsibility); and
- b. Transfer to another suitable role or project.

12.26.5 Operation and financial requirements of the organisation must be considered for all requests.

12.26.6 Any changes to formalised arrangements will be reviewed by management on request of the Employee.

12.26.7 Requests to participate in the Transition to Retirement Program will not be unreasonably refused.

12.27 Volunteering Leave (unpaid)

12.27.1 Council recognises the contribution volunteers make to the community. An Employee is entitled to unpaid leave up to 24 hours per calendar year to undertake voluntary work, provided it does not negatively impact operational requirements, and contributes to the municipality

12.28 Pandemic Leave Pool

12.28.1 Council acknowledges that there are times where some staff, who cannot reasonably perform work from home duties in the course of their normal employment, may need to access additional leave during a declared pandemic.

12.28.2 An annual Pandemic Leave Pool (PLP) of 1000 hours will be available each Financial Year for use in accordance with this clause.

12.28.3 In the event where the 1,000 hours has been exhausted within the Financial Year, any further requests will be assessed on a case-by-case basis, and at the absolute discretion of the CEO.

12.28.4 The PLP will be accessible where:

- a. There is a declared State of Emergency for reason of pandemic;
- b. The Employee is unable to work because:
 - i. The Employee must isolate for a mandatory period for reasons relating to a pandemic; or
 - ii. The Employee has had an adverse reaction to a vaccination which the employee had in response to the pandemic; and
 - iii. The Employee has provided sufficient evidence confirming the inability to work is related to one of these reasons; and
 - iv. The Employee could not reasonably perform work from home duties in the course of their normal employment, and has exhausted personal leave entitlements to a balance of hours equivalent to 10 days or less. Any work groups such as Home Support Workers, Immunisation or MCH Nurses, that are required by State Government to isolate, this provision will not apply.

12.28.5 Before accessing PLP an Employee will be offered the option of undertaking their normal duties from home in the first instance, and as far as reasonably practicable. If it is not possible to perform the normal duties from home, then the Employee may be offered reasonable alternative duties that are within the Employee's skills and competency, and to the extent that they are available.

12.28.6 An Employee who has been approved to access the PLP will be granted leave without loss of pay or deduction from personal leave credits for the period the law requires that the Employee be absent from duty, or for which they are unwell due a vaccination, up to a maximum of 5 days per financial year.

12.28.7 Where an Employee has been granted access to the PLP, and they are required by law to take additional leave beyond 5 days in any financial year, the employee may apply to access the Special Leave Pool. However, where an Employee can reasonably demonstrate that they have contracted an illness in the course of employment that requires them to isolate, or

they are required to isolate or otherwise unable to perform their normal duties (or alternate duties) due to an exposure in the workplace, the 5-day PLP cap per financial year will not apply.

12.28.8 A Casual Employee, who has a current roster, or is reasonably likely to have been rostered, and who meets the criteria for access to the PLP, may be eligible to access to the PLP to receive paid leave in accordance with the rostered hours.

12.28.9 An Employee who is found to have failed to isolate during a period of mandatory isolation will forfeit their entitlement under this clause.

13. Parental Leave

Statement of intent:

Staff at the City of Whittlesea have families of all shapes and sizes. A family may have any number of parents, any number of children, any number of members, and be made up of people of all genders, and with or without genetic ties. Clause 13 of this enterprise agreement is intended to support any City of Whittlesea staff member who has any direct involvement with welcoming a child into a family, or with pregnancy. The clause is drafted with the intent of supporting all such staff at City of Whittlesea equally. If some aspect of your experience in relation to new children and/or pregnancy is not captured in this clause, City of Whittlesea is committed to working with you to adapt the clause to your particular needs.

Parental Leave is provided for in the NES. This clause supplements, or deals with, matters incidental to the NES provisions.

13.1 Eligibility for parental leave and entitlements

Subject to the terms of the Parental leave provisions of this Agreement; full-time, part-time and eligible casual employees covered by this Agreement, are entitled to parental leave in accordance with clause 13.2, if:

- a. the leave is associated with:
 - i. the birth of a child or the expected birth of the child of the Employee or the Employee’s spouse; or
 - ii. the placement of a child with the Employee for adoption;
- b. the Employee has, or will have, a responsibility for the care of the child.
- c. in the case that the employee is pregnant, that employee is eligible for Pre-parental leave, regardless of whether they are an intended caregiver of a child; and
- d. in the case that an employee is the support person or spouse of a pregnant person, that person is eligible for pre-parental leave, regardless of whether they or the pregnant person is an intended caregiver of a child.

13.1.1 Definitions

For the purpose of this clause, the following definitions apply:

Term	Definition
Child	<ol style="list-style-type: none"> 1. In relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee’s Spouse; or 2. In relation to adoption-related leave, the placement of a child under 16 with the Employee for adoption, and

	<ul style="list-style-type: none"> i. 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 ii. Is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse
Primary Caregiver	Means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day.
Secondary Caregiver	Means a person who has parental responsibility for the Child but is not the Primary Caregiver.
Spouse or Support Person	Includes a de facto or former spouse, and recognises same sex de facto relationships. In the case of Adoption Leave, spouse does not include a former spouse, if the former spouse is not an intended parent of the child. For the purposes of this clause, it is acknowledged that people may undertake pregnancy, adoption, and/or parenthood without a spouse. In the case of a person without a spouse, that person may elect one person as their support person. That support person will then be covered by any term in this clause that refers to a 'spouse'. The pregnant and/or adopting party may or may not be an employee of the City of Whittlesea, but may elect an employee of the City of Whittlesea as their support person. City of Whittlesea may require some form of evidence that would satisfy a reasonable person that the employee of City of Whittlesea is the primary support person of the primary caregiver or pregnant party.
Pregnant Party or Pregnant Person	In cases including but not limited to surrogacy, unwanted pregnancy, or pregnancy that is terminated or otherwise ended prior to the birth of a child, a pregnant person or the pregnant party is taken to be any person who is pregnant and to whom this clause and/or any of its subclauses applies

13.2 Summary of Parental Leave Entitlements

13.2.1. Parental leave entitlements in this clause are summarised in the following table:

	Eligibility	Paid leave	Unpaid leave	Total
Primary Caregiver				
Less than 6 months service	Full time or part time	2 weeks	Up to 50 weeks	52 weeks
6 months service but less than 8 months	Full time or part time	4 weeks	Up to 48 weeks	52 weeks
8 months service but less than 10 months	Full time or part time	6 weeks	Up to 46 weeks	52 weeks
10 months service but less than 12 months	Full time or part time	8 weeks	Up to 44 weeks	52 weeks
Less than 12 months service	Eligible casual	0 weeks	Up to 52 weeks	52 weeks

At least 12 months service	Full time, part time or eligible casual	15 weeks	Up to 38 weeks	52 weeks
Secondary Caregiver				
More than 12 months service		5 weeks	Up to 49 weeks	52 weeks
Pre-parental leave				
Pregnant employee, adopting employee or other employee preparing to welcome a child		1 week pro rata 1 day pro rata		

13.2.2 Paid Parental Leave – Primary Caregiver

- a. The Employee can elect to be paid:
 - i. as a lump sum at the time of commencement of the leave;
 - ii. in normal fortnightly payments over period of paid leave; or
 - iii. At half payment over twice the period of paid leave.
- b. Only one (1) employee of the City of Whittlesea in any given immediate family can receive Primary Caregiver parent leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:
 - i. if their Spouse is employed at the City of Whittlesea and is or will be the Primary Caregiver at the time of the birth or adoption their Child;
 - ii. if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

13.2.3. Parental Leave – Secondary Caregiver

- a. An Employee who is eligible for Parental Leave under clause 13.2, is entitled to three (5) weeks paid parental leave and 49 weeks of unpaid leave.
- b. Paid leave may be taken up to one (1) week prior to the expected date of arrival of the child, and shall be commenced no later than six (6) weeks following the date of arrival of the child.

13.3 Extending parental leave

13.3.1 Extending the initial period of parental leave

- a. An Employee, who is on an initial period of parental leave of up to 52 weeks under clause 13.2, may extend the period of their parental leave on one (1) occasion up to the full 52 week entitlement.
- b. The Employee must notify Council in writing prior to the end date of their initial parental leave period as per clause 13.8. The notice must specify the new end date of the parental leave.

13.3.2 Right to request an extension beyond 12 months of parental leave

- a. An Employee who is on parental leave under clause 13.2, may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental period.
- b. The Employee must notify Council in writing prior to the end date of their initial parental leave period as per clause 13.8. The notice must specify the new end date of the parental leave.
- c. Council may refuse an Employee's request for an extension of parental leave on the basis of reasonable business grounds.
- d. The Employee will be provided with a written response including the reason for the refusal.

13.3.3 Total period of parental leave

- a. The total period of parental leave, including any extensions, must not extend beyond 24 months.

13.4 Keeping in touch days

- 13.4.1. During a period of parental leave, Council and an Employee may agree to perform work for the purposes of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- 13.4.2. Keeping in touch days must be agreed and be in accordance with section 79A of the Act.

13.5 Pre-parental leave

- 13.5.1 An Employee who qualifies for parental leave under clause 13.2, and who presents a medical certificate from a doctor stating they are pregnant, will have access to paid leave totalling up to the ordinary number of hours worked in one (1) week per pregnancy. This will enable the Employee to attend the routine medical appointments associated with the pregnancy. Council may require a certificate of attendance or statutory declaration as proof of attendance at said visits; or Council may require a medical certificate as proof of the pregnancy, which can then cover one (1) week (pro rata) of absences for medical visits.
- 13.5.2 Council will be flexible enough to allow the Employee the ability to leave work and return on the same day. An employee who will be the primary or the secondary caregiver of a child by means of adoption or surrogacy will have access to one (1) week (pro rata) of pre-parental leave, for the purposes of attending meetings associated with the adoption or surrogacy.
- 13.5.3 An Employee who has a Spouse who is pregnant, or who is the support person of a pregnant person, and who qualifies for pre-parental leave under clause 13.2, and who presents a medical certificate stating such, will have access to paid leave totalling up to one (1) ordinary day. A certificate of attendance or statutory declaration may be requested for each attendance. Pre-parental leave may be used for the purposes of termination of a pregnancy at any point in the pregnancy. This application applies both to the pregnant party, and to their spouse and/or support person.

13.6 Special Parental Leave

- 13.6.1 In the event of an Employee experiencing the death of a child (this includes a loss from 12 weeks of pregnancy onwards), Council will provide the Employee with:
 - a. Up to five (5) days bereavement leave applied as per clause 12.12 of Part A;
 - b. Up to five (5) weeks 'special paid leave'; and
 - c. Access to Council's Employee Assistance Provider (EAP).

13.7 Payment of entitlements on death

13.7.1 If an Employee dies before or while taking paid Parental Leave, or before being paid for the full period of leave that they were entitled to receive, the Council will pay to the child's new primary caregiver (as a creditor), a sum equivalent to the amount of the gross entitlement that the Employee had not already received, subject to compliance with taxation laws.

13.8 Returning to work at conclusion of Parental Leave

13.8.1 In the case of an Employee on Parental Leave for 12 months or more, the Employee will notify of their intention to return to work at least eight (8) weeks prior to the expiration of the leave. In the case of an Employee on Parental Leave for nine (9) or more months and less than 12 months, the employee will notify of their intention to return to work at least six (6) weeks prior to the expiration of the leave.

13.8.2 In the case of an Employee on Parental Leave for less than nine (9) months, the employee will notify of their intention to return to work at least four (4) weeks prior to the expiration of the leave.

13.8.3 In the event that an employee has not notified Council of their intention to return to work within the anticipated timeframe, Council has a proactive duty to make contact with the employee and determine their planned return-to-work date.

13.9 Returning to part-time work from Parental Leave

13.9.1 Employees returning to work from Parental Leave may return to work on a part-time basis in accordance with the Flexible Working Arrangements provisions and the NES.

13.9.2 An Employee who is a parent of a child, or have responsibility for the care of a child, and who is returning to work after taking parental or adoption leave may request to return to work on a part-time basis to help care for a child who is of school age or younger.

13.9.3 Council will genuinely consider a request for flexible working arrangements but may refuse on reasonable business grounds in line with the Flexible Working Arrangements provisions of this Agreement and the NES.

13.9.4 Applications for part time Return to Work from Parental Leave are to be made in writing as per Clause 13.8 (Returning to work at conclusion of Parental Leave), except by agreement between Council and the Employee. The hours worked during the approved part time Return to Work from Parental Leave arrangement are to be determined by agreement.

13.10 Superannuation payment

13.10.1 An Employee who qualifies for the Government Paid Parental Leave (GPPL) scheme and receives the full entitlement will continue to be paid superannuation at their Council rate of pay during the period of paid leave, into their nominated superannuation fund.

13.11 Breast feeding

13.11.1 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 agrees to establish 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.

13.12 IVF

- 13.12.1 A permanent Employee who presents medical evidence from a Doctor or Registered Nurse stating they are undergoing IVF treatment (or similar procedure), and are required to attend medical appointments relating to their treatment during working hours will have access to apply for special leave (clause 12.23) to enable the Employee to attend medical appointments.
- 13.12.2 Where possible, appointments should be booked outside of an Employee's normal hours of work as far as reasonably practicable.

13.13 Grandparent Leave

- 13.13.1 A staff member, other than a casual, with 12 months continuous service shall be entitled to up to eight (8) weeks of unpaid grandparent leave to undertake the care of their grandchild in accordance with this clause. A fixed term staff member will not be entitled to grandparent leave beyond the expiry of their contract.
- 13.13.2 A grandparent is the parent of one of the parents of a child requiring care for which the grandparent leave is sought, whether by marriage, de facto relationship, adoption, guardianship or same sex relationships.
- 13.13.3 The grandchild is the natural or the adopted child of the staff member's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent. When making an application for leave the supervisor may request proof that the child is the grandchild of the staff member.
- 13.13.4 Grandparent leave will:
- a. normally be taken in a single block within the first twelve (12) months of the birth or adoption of the child;
 - b. not be unreasonably refused by the supervisor.
- 13.13.5 Grandparent leave is a form of leave without pay. During the leave, long service leave, annual leave, personal leave entitlements and superannuation payments will be suspended for the period of unpaid leave. The leave will not break the staff member's continuity of service with Council.
- 13.13.6 Taking a period of annual leave or long service leave does not prevent a staff member applying for grandparent leave before or after the paid leave.
- 13.13.7 Where practicable a staff member shall advise their supervisor in writing ten weeks' prior to the proposed commencement of unpaid grandparent leave of the proposed dates of the leave to be taken. If the scheduled return date changes, the staff member will provide two weeks' notice of the new proposed date of return (not exceeding 8 weeks total grandparent leave).

SECTION 8 GENERAL

14. General

14.1 Study Assistance

- 14.1.1. Applications for study assistance will be open biannually (April and October) and will be assessed on the relative merit of the application.
- 14.1.2. Council will continue to support full-time and part-time employees who complete relevant qualifications under the Study Assistance Policy, and will provide the below as a minimum

- 14.1.3. Employees that are on parental leave are eligible to apply for study assistance in relation to the reimbursement of tuition fees and essential text books.
- 14.1.4. Council will reimburse 75% of tuition fees and essential text books, subject to the maximum annual reimbursement cap. The cap will be \$4,000 per employee, per financial year.
- 14.1.5. Reimbursement includes funding studies paid via deferred payment schemes (e.g. HECS/HELP) although evidence that funding has been used against this scheme is required to be provided.
- 14.1.6. Employees are eligible for study leave of up to four (4) hours per week during scheduled semester times provided that approval is sought in advance. Study leave can be used for attendance at exams.
- 14.1.7. Employees can request to accumulate up to 16 hours to attend placement.
- 14.1.8. Part-time employees will be eligible for approved study leave on a pro rata basis but the same reimbursement of tuition fees as full-time employees.
- 14.1.9. All other benefits and procedural matters are specified in Council's Study Assistance Policy.

14.2 Emergency redeployment of employees

- 14.2.1 In the event that the CEO activates Council's Emergency Management Plan, all employees of Council may be subject to direction and potential temporary redeployment to any role and any area as the CEO deems necessary in order to meet and respond to that emergency.
- 14.2.2 Examples of an emergency situation may include but not be limited to incidents of extreme weather events such as bushfires, floods, heatwaves, and storms or other significant natural or man-made disasters.
- 14.2.3 In directing any employees, the CEO will:
 - a. comply with all obligations to protect employees' health and safety;
 - b. ensure that the employees have the adequate skills and training required;
 - c. take into account all individual needs, concerns and circumstances and not redeploy an employee without complying with sub clause a. and b. so that they may carry out any roles that they are directed to perform in a safe and efficient manner.

14.3 Occupational Health & Safety (OH&S)

- 14.3.1 The Parties to this Agreement are committed to continuous improvement in OH&S standards through the implementation of an OH&S Policy and Management System in accordance with appropriate legislation and standards which involves all Parties in protecting workers' health, safety and welfare. Accordingly, Council will:
 - a. Introduce Occupational Health and Safety training programs aimed at maximising employee input into the identification assessment and control of hazards.
 - b. Take reasonable and practical steps toward employees getting back to work.
 - c. Council will provide all HSRs with the appropriate and relevant training and or conference as well as subsequent refresher training thereafter.
 - d. Ensure that no HSR shall be prevented from attending training.
 - e. Provide the Staff Consultative Committee on a yearly basis with an updated list of HSRs and the date of election of each HSR.
- 14.3.2 City of Whittlesea acknowledges the right of all employees to a safe workplace. This acknowledgement includes a commitment to a range of measures that protect the safety of employees at work. For the avoidance of doubt, clauses in this Agreement which are intended to protect employee safety at work include (but are not limited to): 3.6. Objectives of the

agreement, 4. Consultation, 5. Dispute resolution, 6.13. Workload, 14.3. Occupational Health & Safety (including commitments to train HSRs).

14.3.3 In addition to these clauses, Council states categorically that it has a positive duty to protect its employees from bullying, harassment and gendered violence. For Council's policies on these matters, please contact People & Culture.

14.3.4 Council shall provide wellness activities that are equitable across all areas of Council

14.4 Return to Work from injury/illness

14.4.1 Council agrees to provide early and safe return to work for workers who have suffered an injury or illness irrespective of whether or not the injury or illness is work related.

14.4.2 Council shall investigate the possibility of providing modified normal duties or temporary alternative duties to assist in the process in consultation with the employee's treating medical practitioner and line management.

14.5 Union Deductions

14.5.1 Council will reasonably facilitate an employee's written request to make deductions from their ordinary net pay for the purposes of payment of union fees to a Registered Industrial Association.

14.5.2 Council's role will be limited to transacting such payments at the request of the employee subject to no additional cost being incurred.

14.6 Trade Union training

14.6.1 An appointed union delegate shall be granted up to fifteen (15) days paid leave over a three (3) year period to attend official trade union training and conferences.

14.6.2 All applications for trade union training must be approved by Human Resources and be supported by a request from the relevant union.

14.7 Workplace Union Delegate/Representative Rights

14.7.1 Council shall recognise all appointed/elected workplace Union Delegates/Representatives upon notification by the Union party to this Agreement. The Workplace Union delegate/Representative shall be permitted reasonable time during working hours to interview employees and management on matters affecting employees they are eligible to represent subject to meeting operational requirements.

14.7.2 The Union Delegate/Representative shall have the right to approach or be approached by an employee to discuss any matter related to the employees' employment at any time during working hours, subject to meeting operational requirements.

14.7.3 The Union Delegate/Representative shall be permitted access to Council's telephone, facsimile, and e-mail facilities to communicate with employees. A notice board will be provided at each major site for the use of the Workplace Union Delegate/Representative or representative of the State Secretary of the Union.

14.7.4 Workplace Union Delegates/Representatives will be given the opportunity to provide Union information for inclusion in staff Induction sessions and in Employee start up packs.

14.7.5 Unions will have the opportunity to regularly brief new employees at the conclusion of the Induction sessions.

14.8 Working in inclement weather

- 14.8.1 When any of the conditions listed in subclause 14.8.3 effect, or are expected to affect, worker's thermal discomfort, those Employees and Management shall consult regarding the performance of that work.
- 14.8.2 The primary consideration in deciding how and if work shall continue will be the health and safety of Employees. No employee will be directed to continue working under these conditions unless the work is critical to public safety.
- 14.8.3 The conditions or risk factors relevant to subclause 14.8.1 are the following:
- a. Air temperature
 - b. Humidity (in the environment or workplaces)
 - c. Radiant heat (from the sun or other sources)
 - d. Air movement or wind speed
 - e. workload (nature of the work and duration)
 - f. Physical fitness of the worker (including acclimatisation and any pre-existing conditions, e.g. overweight, heart/ circulatory diseases, skin diseases or use of certain medicines)
 - g. Clothing worn (including protective clothing).
 - h. Any other potentially dangerous conditions or other risk factors as agreed at the time
- 14.8.4 Thermal discomfort will be measured by reference to the Wet Bulb Globe Temperature (WBGT) or agreed alternative method of heat stress index measurement.
- 14.8.5 It is recognised that appropriate inclement weather procedures are required in order to maintain the safety of Employees, and that the appropriate response to inclement weather may vary depending on the specific location and type of work being conducted.
- 14.8.6 Where detailed policies/procedures relating to working in inclement weather have already been agreed and are in operation, nothing in this clause will affect the operation of those policies/procedures. Such polices/procedures will however be reviewed by the Health and Safety Committee within 12 months of this Agreement coming into effect.

SCHEDULE 1: Schedule of Rates

Standard Pay Rates (Bands 1 to 8)

	Year 1 Rates					Year 2 Estimated Rates					Year 3 Estimated Rates				
	(4% increase)					(2% increase)					(2% increase)				
	PER ANNUM CASH	Employer 11% Super	TRP	Per Week	Per Hour	PER ANNUM CASH	Employer 11.50% Super	TRP	Per Week	Per Hour	PER ANNUM CASH	Employer 12% Super	TRP	Per Week	Per Hour
1A	65,698.05	7,226.79	72,924.83	1,263.42	33.248000	67,012.01	7,706.38	74,718.39	1,288.69	33.912960	68,352.25	8,202.27	76,554.52	1,314.47	34.591219
1B	66,258.82	7,288.47	73,547.29	1,274.21	33.531789	67,583.99	7,772.16	75,356.15	1,299.69	34.202425	68,935.67	8,272.28	77,207.95	1,325.69	34.886474
1C	66,813.14	7,349.44	74,162.58	1,284.87	33.812316	68,149.40	7,837.18	75,986.58	1,310.57	34.488562	69,512.39	8,341.49	77,853.87	1,336.78	35.178333
1D	67,367.46	7,410.42	74,777.88	1,295.53	34.092842	68,714.81	7,902.20	76,617.01	1,321.44	34.774699	70,089.10	8,410.69	78,499.79	1,347.87	35.470193
2A	68,169.50	7,498.65	75,668.15	1,310.95	34.498737	69,532.89	7,996.28	77,529.18	1,337.17	35.188712	70,923.55	8,510.83	79,434.38	1,363.91	35.892486
2B	68,850.91	7,573.60	76,424.51	1,324.06	34.843579	70,227.93	8,076.21	78,304.14	1,350.54	35.540451	71,632.49	8,595.90	80,228.39	1,377.55	36.251260
2C	69,592.33	7,655.16	77,247.48	1,338.31	35.218789	70,984.17	8,163.18	79,147.35	1,365.08	35.923165	72,403.86	8,688.46	81,092.32	1,392.38	36.641629
3A	70,273.22	7,730.05	78,003.27	1,351.41	35.563368	71,678.68	8,243.05	79,921.73	1,378.44	36.274636	73,112.25	8,773.47	81,885.72	1,406.00	37.000129
3B	71,508.94	7,865.98	79,374.93	1,375.17	36.188737	72,939.12	8,388.00	81,327.12	1,402.68	36.912512	74,397.91	8,927.75	83,325.65	1,430.73	37.650762
3C	72,745.19	8,001.97	80,747.16	1,398.95	36.814368	74,200.10	8,533.01	82,733.11	1,426.92	37.550656	75,684.10	9,082.09	84,766.19	1,455.46	38.301669
3D	73,655.30	8,102.08	81,757.38	1,416.45	37.274947	75,128.40	8,639.77	83,768.17	1,444.78	38.020446	76,630.97	9,195.72	85,826.69	1,473.67	38.780855
4A	74,130.68	8,154.37	82,285.05	1,425.59	37.515526	75,613.29	8,695.53	84,308.82	1,454.10	38.265837	77,125.56	9,255.07	86,380.63	1,483.18	39.031154
4B	75,101.94	8,261.21	83,363.15	1,444.27	38.007053	76,603.97	8,809.46	85,413.43	1,473.15	38.767194	78,136.05	9,376.33	87,512.38	1,502.62	39.542538
4C	76,331.22	8,396.43	84,727.65	1,467.91	38.629158	77,857.84	8,953.65	86,811.49	1,497.27	39.401741	79,415.00	9,529.80	88,944.80	1,527.21	40.189776
4D	77,293.22	8,502.25	85,795.47	1,486.41	39.116000	78,839.08	9,066.49	87,905.57	1,516.14	39.898320	80,415.86	9,649.90	90,065.77	1,546.46	40.696286
5A	80,080.83	8,808.89	88,889.72	1,540.02	40.526737	81,682.45	9,393.48	91,075.93	1,570.82	41.337272	83,316.10	9,997.93	93,314.03	1,602.23	42.164017
5B	83,163.60	9,148.00	92,311.60	1,599.30	42.086842	84,826.87	9,755.09	94,581.96	1,631.29	42.928579	86,523.41	10,382.81	96,906.22	1,663.91	43.787151
5C	86,675.06	9,534.26	96,209.31	1,666.83	43.863895	88,408.56	10,166.98	98,575.54	1,700.16	44.741173	90,176.73	10,821.21	100,997.94	1,734.17	45.635996
5D	90,288.43	9,931.73	100,220.16	1,736.32	45.692526	92,094.20	10,590.83	102,685.03	1,771.04	46.606377	93,936.08	11,272.33	105,208.41	1,806.46	47.538504
6A	95,423.64	10,496.60	105,920.24	1,835.07	48.291316	97,332.11	11,193.19	108,525.31	1,871.77	49.257142	99,278.76	11,913.45	111,192.21	1,909.21	50.242285
6B	99,239.50	10,916.35	110,155.85	1,908.45	50.222421	101,224.29	11,640.79	112,865.09	1,946.62	51.226869	103,248.78	12,389.85	115,638.63	1,985.55	52.251407
6C	103,067.85	11,337.46	114,405.31	1,982.07	52.159842	105,129.20	12,089.86	117,219.06	2,021.72	53.203039	107,231.79	12,867.81	120,099.60	2,062.15	54.267100
7A	105,337.02	11,587.07	116,924.10	2,025.71	53.308211	107,443.76	12,356.03	119,799.80	2,066.23	54.374375	109,592.64	13,151.12	122,743.76	2,107.55	55.461862
7B	109,041.40	11,994.55	121,035.95	2,096.95	55.182895	111,222.23	12,790.56	124,012.78	2,138.89	56.286553	113,446.67	13,613.60	127,060.27	2,181.67	57.412284
7C	112,906.98	12,419.77	125,326.74	2,171.29	57.139158	115,165.12	13,243.99	128,409.10	2,214.71	58.281941	117,468.42	14,096.21	131,564.63	2,259.01	59.447580
7D	116,803.38	12,848.37	129,651.75	2,246.22	59.111021	119,139.45	13,701.04	132,840.48	2,291.14	60.293241	121,522.23	14,582.67	136,104.90	2,336.97	61.499106
8A	119,823.27	13,180.56	133,003.83	2,304.29	60.639305	122,219.73	14,055.27	136,275.00	2,350.38	61.852091	124,664.13	14,959.70	139,623.82	2,397.39	63.089133
8B	124,098.07	13,650.79	137,748.86	2,386.50	62.802668	126,580.03	14,556.70	141,136.74	2,434.23	64.058722	129,111.63	15,493.40	144,605.03	2,482.92	65.339896
8C	128,639.13	14,150.30	142,789.43	2,473.83	65.100774	131,211.91	15,089.37	146,301.28	2,523.31	66.402789	133,836.15	16,060.34	149,896.49	2,573.77	67.730845
8D	133,433.73	14,677.71	148,111.44	2,566.03	67.527189	136,102.40	15,651.78	151,754.18	2,617.35	68.877733	138,824.45	16,658.93	155,483.38	2,669.70	70.255288

SCHEDULE 2: Allowances

			Year 1 Rates	Year 2 Estimated Rates	Year 3 Estimated Rates
Allowance	Relevant Clause	Unit	4%	2%	2%
Availability Allowance	EA Part A Section 6 - Clause 10.2	Per Week	\$325.26	\$331.77	\$338.40
Bi-Lingual Staff Allowance	EA Part A Section 5 - Clause 8.27	Per Hour	\$0.5886	\$0.6004	\$0.6124
IMU Call Out Allowance	EA Schedule 6 – Clause 7	Per Week	\$1,267.02	\$1,292.36	\$1,318.21
Community Services Overnight Sleepover Allowance	EA Part A Section 6 - Clause 9.7.6	Per Period	\$255.54	\$260.65	\$265.86
First Aid Allowance	EA Part A Section 5 - Clause 8.19	Per Day	\$2.66	\$2.72	\$2.77
Home Support Workers Mobile Phone Allowance	EA Part A Schedule 9 – Clause 13.2	Per Week	\$6.76	\$6.90	\$7.04
Home Support Workers BYOD Allowance	EA Part A Schedule 9 – Clause 13.3	Per Week	\$10.00	\$10.20	\$10.40
Home Support Workers Shoe Allowance	EA Part A Schedule 9 – Clause 12.3	Per Annum	\$35.26	\$35.96	\$36.68
Home Support Workers Car 4 - Vehicles 4 cylinders and less, or less than 35 power mass units (PMU)	EA Part A Schedule 9 - Clause 10.1	Per Km	\$1.23	\$1.25	\$1.28
Home Support Workers Car 6 - Vehicles more than 4 cylinders, or 35 power mass units (PMU) and over	EA Part A Schedule 9 - Clause 10.1	Per Km	\$1.52	\$1.55	\$1.58
Industry Allowance	EA Part A Schedule 6 – Clause 2.1	Per Hour	\$0.9315	\$0.9502	\$0.9692
City Safety and Amenity Officers Animal Destruction	EA Part A Schedule 10 – Clause 6.3 (a)	Per Animal	\$7.99	\$8.15	\$8.31
City Safety and Amenity Officers Dead Animals Handling	EA Part A Schedule 10 – Clause 6.2 (a)	Per Animal	\$7.99	\$8.15	\$8.31
City Safety and Amenity Officers Hazardous Materials	EA Part A Schedule 10 – Clause 6.4 (a)	Per Investigation	\$13.56	\$13.83	\$14.11

Uniformed Worker	EA Part A Clause 3.5.1 (Definitions)	Per Week	\$10.39	\$10.60	\$10.81
City Safety and Amenity Traffic Management Allowance	EA Part A Schedule 10 – Clause 3.2	Per Occasion	\$22.10	\$22.54	\$22.99
Meal Allowance - Indoor Workers	EA Part A Section 5 - Clause 8.24.1	1st Meal	\$24.28	\$24.77	\$25.27
Meal Allowance - Outdoor Workers	EA Part A Schedule 6 – Clause 2.3.2	1st Meal	\$24.28	\$24.77	\$25.27
Meal Allowance Subsequent - Indoor Workers	EA Part A Section 5 - Clause 8.24.2	2nd Meal	\$15.15	\$15.46	\$15.76
Meal Allowance Subsequent - Outdoor Workers	EA Part A Schedule 6 – Clause 2.3.2	2nd Meal	\$15.15	\$15.46	\$15.76
Nurses On Call Allowance	Nurses ANMF Award – Clause 17.1	Per Period	\$16.65	\$16.98	\$17.32
On Call Allowance	EA Part A Section 6 - Clause 10.1	Per Week	\$169.18	\$172.56	\$176.01
Staff Language Aides Allowance	EA Part A Section 5 - Clause 8.26	Per Hour	\$0.84074	\$0.85755	\$0.87470
Travel Allowance	EA Part A	Per Km	TBC	TBC	TBC
Youth Services Overnight Camping Allowance	EA Part A Schedule 5 – Clause 3.1	Per Period	\$255.54	\$260.65	\$265.86

SCHEDULE 3: Redundancy Entitlements

1. Definition of Redundancy

- 1.1. Redundancy so far as this Agreement is concerned means: a situation which results in positions becoming surplus to the continuing requirement of Council and the lack of effective redeployment options causing particular individuals to be retrenched.

2. Specific Redundancy Provisions

Redundancy entitlements are comprised of the following:

- 2.1. Payment in lieu of notice

a. Table

Period of service	Payment
1 year or less	1 week
More than 1 year and up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years and up to the completion of 10 years	4 weeks
More than 10 years and up to the completion of 15 years	5 weeks
More than 15 years' service	6 weeks

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

c. Employees over 55 years of age at the time of giving notice with not less than 2 years' continuous service shall be entitled to an additional four weeks' notice (this is in substitute to the over 45 years' arrangement).

- 2.2 Severance pay calculated as follows:

a. Less than 1 year of service – 0 weeks.

b. 1 year but less than 2 years of completed service – 4 weeks.

c. 2 years or more completed service – 3 weeks per completed year of service, pro rated after the first continuous year of service up to a maximum of 52 weeks.

d. For employees who have returned from parental leave during the course of their employment, severance pay will be calculated based on the time fractions worked during employee's overall work life.

i. For the avoidance of doubt, this means that if an employee who returned from parental leave during the course of their employment has worked 3 years full-time and then 2 years part-time, severance pay will be calculated applying the full-time base pay rate at the time of redundancy to 3 years of entitlements, and the part-time equivalent base pay rate at the time of redundancy to 2 years of entitlements.

ii. The application of this subclause will not result in the employee receiving less severance pay than if it had been calculated based on the time fraction

worked at the time of redundancy. In that case, the higher amount shall apply.

- 2.3 An additional lump sum payment of \$6,000 (pro-rata for part-time employees).
- 2.4 A payment for the loss of motor vehicle usage as follows:
 - a. 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 employees "rate of pay" for the purposes of determining the payment to be made.
 - b. Where a motor vehicle is provided in circumstances other than those specified 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.
 - i. \$7,000 for full private use
 - ii. \$5,000 for restricted private use
 - iii. \$2,400 for commuter use
- 2.5 If the employee has more than five (5) years' service at the date of retrenchment and is not entitled to payment for pro rata long service leave in accordance with the Act or the relevant regulations, an ex-gratia payment equivalent to pro rata long service leave shall be paid.
- 2.6 Training/Outplacement Support
 - a. The employee will have the option of choosing either:
 - i. paid time to attend training, attendance at job interviews and/or specialist support, including the provision of in-house training in job search skills, for periods which in the aggregate do not exceed 13 days, or alternatively;
 - ii. upon termination of employment, the provision of a two month outplacement program with an agreed provider, to be taken within three (3) months of the date of retrenchment or otherwise by agreement. The employee may choose to receive a payment of \$3,000 in lieu of opting for the outplacement services.

3 Application of Schedule

These redundancy provisions only apply to permanent employees

SCHEDULE 4: Local Area Agreement – MCH Nurses and Immunisation Nurses

1. Introduction

- 1.1 This Local Area Workplace Agreement (LAWA) is to be read in conjunction with the Nurses (ANMF – Victorian Local Government) Award 2015 which is set out at Part B of this Agreement.
- 1.2 This LAWA prevails to the extent of any inconsistency with Part B, or with any other provisions in the General Terms.
- 1.3 Section A of this Schedule applies to Maternal and Child Health (MCH) Nurses employed to deliver MCH services.
- 1.4 Section B of this Schedule applies to Immunisation Nurses employed to deliver Immunisation services.

2. Definitions

- 2.1. **Maternal and Child Health Nurse** means an employee who is both a registered nurse (Division One) and midwife on the register of practitioners of Australian Health Practitioner Regulation Agency (AHPRA), who is engaged in MCH work (however described) within a Local Government Council/Shire and has attained the following additional qualifications: A post graduate degree / diploma or equivalent, in maternal and child health nursing.
- 2.2. **Maternal and Child Health Nurse Coordinator** means a registered nurse with qualifications as defined as an MCH Nurse, that provides clinical support to MCH Nurses regarding day to day MCH operational matters.
- 2.3. **Maternal and Child Health Unit Manager** means a registered nurse with qualifications as defined for an MCH Nurse, and who is responsible for managing or coordinating MCH Services and may include coordinating an Immunisation Service within a Council/Shire.

3. Wages (MCH and Immunisation Nurses)

- 3.1 The weekly full-time salary for Council MCH Nurses and Immunisation Nurses will be (from the first full pay period on or after the dates listed below):

Classification	YEAR 1			YEAR 2 estimated rates - 2% or 90% of the rate cap, whichever is greater			YEAR 3 estimated rates - 2% or 90% of the rate cap, whichever is greater		
	Annual	Weekly	Hourly	Annual	Weekly	Hourly	Annual	Weekly	Hourly
MCH Supervisor	\$ 137,556.00	\$ 2,645.31	\$ 69.61	\$140,307.12	\$2,698.21	\$71.01	\$143,113.26	\$2,752.18	\$ 72.43
MCH Year 1	\$ 120,002.00	\$ 2,307.73	\$ 60.73	\$122,402.04	\$2,353.89	\$61.94	\$124,850.08	\$2,400.96	\$ 63.18
Student MCH Nurse	\$114,001.90	\$2,192.34	\$57.69	\$116,281.94	\$2,236.20	\$58.84	\$118,607.58	\$2,280.91	\$60.02
MCH Year 1 Enhanced	\$ 125,403.00	\$ 2,411.60	\$ 63.46	\$127,911.06	\$2,459.83	\$64.73	\$130,469.28	\$2,509.02	\$ 66.03
MCH Year 2	\$ 121,803.00	\$ 2,342.37	\$ 61.64	\$124,239.06	\$2,389.21	\$62.87	\$126,723.84	\$2,437.00	\$ 64.13
MCH Year 2 Enhanced	\$ 127,284.00	\$ 2,447.77	\$ 64.41	\$129,829.68	\$2,496.72	\$65.70	\$132,426.27	\$2,546.66	\$ 67.02
MCH Year 3	\$ 123,630.00	\$ 2,377.50	\$ 62.57	\$126,102.60	\$2,425.05	\$63.82	\$128,624.65	\$2,473.55	\$ 65.09
MCH Year 3 Enhanced	\$ 129,193.00	\$ 2,484.48	\$ 65.38	\$131,776.86	\$2,534.17	\$66.69	\$134,412.40	\$2,584.85	\$ 68.02
MCH Year 4	\$ 125,484.00	\$ 2,413.15	\$ 63.50	\$127,993.68	\$2,461.42	\$64.77	\$130,553.55	\$2,510.65	\$ 66.07
MCH Year 4 Enhanced	\$ 131,131.00	\$ 2,521.75	\$ 66.36	\$133,753.62	\$2,572.19	\$67.69	\$136,428.69	\$2,623.63	\$ 69.04
MCH Year 5	\$ 127,366.00	\$ 2,449.35	\$ 64.46	\$129,913.32	\$2,498.33	\$65.75	\$132,511.59	\$2,548.30	\$ 67.06
MCH Year 5 Enhanced	\$ 133,098.00	\$ 2,559.58	\$ 67.36	\$135,759.96	\$2,610.77	\$68.70	\$138,475.16	\$2,662.98	\$ 70.08
Pediculosis Nurse	\$88,391.99	\$1,699.85	\$44.73	\$90,159.83	\$1,733.84	\$45.63	\$91,963.03	\$1,768.52	\$46.54
Immunisation Nurse	\$96,914.47	\$1,863.74	\$49.05	\$98,852.76	\$1,901.01	\$50.03	\$100,829.81	\$1,939.03	\$51.03
Nurse Vaccinator – Year 2	\$113,145.92	\$2,175.88	\$57.26	\$115,408.83	\$2,219.40	\$58.41	\$117,717.01	\$2,263.79	\$59.57
Nurse Vaccinator Senior	\$118,514.69	\$2,279.13	\$59.98	\$120,884.98	\$2,324.71	\$61.18	\$123,302.68	\$2,371.21	\$62.40

Section A: MCH Nurses Working Arrangements

4. MCH Workloads

- 4.1. The workload should not exceed 130 enrolments per EFT, per annum.
- 4.2. The parties accept that workloads will need to be monitored on a monthly basis by MCH management and appropriate corrective action taken, and employees liaised by regular meetings.
- 4.3. If total enrolments are exceeded consistently over three consecutive months, resources from within the team will be re allocated as a first response to reduce workloads to the agreed levels. If there is no capacity to increase service within a particular centre, staff or clients will be reallocated to another centre.
- 4.4. The allocation of resources (EFT) will be reviewed by the MCH Leadership team every 6 months and EFT will be allocated accordingly.
- 4.5. Consultation with Culturally and Linguistically Diverse (CALD) clients who require a professional interpreter will be provided an additional 15 minutes. Clients who “Transfer in” to the service from a State or Country outside of Victoria, will be provided an additional fifteen (15) minutes for their first consultation.
- 4.6. For MCH Nurses working an eight (8) hour shift, home visits will be limited to five (5) home visits per day.
- 4.7. MCH Nurses will be provided with the following administration time:

Shift	Administration time provided
Shifts of 4 hours	1 hour administration time
Greater than 4 hours to 6 hours	1.5 hours administration time
Greater than 6 hours to 8 hours	2.0 hours administration time

- 4.8. Administration time as per clause 4.7 of this LAWA will be scheduled into electronic diaries of MCH Nurses in blocks of not less than 30 minutes, unless otherwise agreed.
- 4.9. MCH Nurses will be required to work across a range of centres in order to accommodate changing work requirements. Where possible 24 hours' notice will be provided of the changed work location.
- 4.10. Travel time will be provided and scheduled into the electronic diaries of MCH Nurses, to enable the MCH Nurses to travel to another centre for the purpose of facilitating a group session.
- 4.11. In addition to the arrangement detailed in clause 4.7, one fifteen (15) minute block will be scheduled into the MCH Nurse's electronic diary to assist with the setup of group sessions.

5. MCH relief staff Leave Replacement

- 5.1. Council will use its best endeavours to provide 100% backfill for all periods of planned and unplanned leave, wherever possible to meet existing service demands. No MCH Nurse will have leave unreasonably refused on account of lack of relief staff.

6. MCH learning and development

- 6.1. Council supports MCH Nurses' professional learning & development to assist them to practice safely and competently in accordance with the legal ethical and professional framework set out by the Midwifery Board of Australia (NMBA) and in accordance with NMBA Continuing Professional Development Registration Standard.
- 6.2. In addition to Council mandated or compulsory professional development which includes but is not limited to the biannual MAV/DHHS funded conferences, MCH Nurses shall be entitled to the following additional paid professional training and education leave days per annum:

Hours worked per week	Professional leave days
32 hours up to full time	5 days or up to 40 Hours Elective Professional Development
24 hours up to 31 hours	4 days or up to 32 Hours Elective Professional Development
Up to 24 hours	3 days or up to 24 Hours Elective Professional Development

- 6.3. Special consideration will be given to the granting of further paid professional training and education leave upon request where it supports service development and/or innovation.
- 6.4. To facilitate attendance, the MCH Nurse may request that their roster be adjusted so that they are rostered to attend work the day which the professional development, conference or staff meeting is scheduled. This is not considered as time in lieu or overtime and will be paid at ordinary rates.
- 6.5. Council will cover all costs associated with MCH Nurses completing initial lactation consultant training and refresher training, including registration fees with the International Board of Lactation Consultant Examiners (IBLCE).
- 6.6. Clinical supervision will continue to be provided to all MCH Nurses. This will be provided in group and/or individual sessions in accordance with Clinic Supervision Guidelines DHHS.
- 6.7. Council shall offer new graduates with a program to support the development of their clinical practice with peer supervision and mentoring during the first twelve (12) months of commencing in the service, in accordance with the Transition to Practice Guidelines DHHS.

6.8. Supporting new MCH Nurse Graduates:

- 6.8.1. New MCH nurse graduates will be supported through Council’s comprehensive graduate program, which includes but is not limited to, access to clinical supervision, additional administration time, and dedicated time for mentoring and precepting.
- 6.8.2. In the first week of each fortnight, the mentoring and precepting described in clause 6.10.1 will be provided by an MCH nurse preceptor. In the second week of the fortnight, the mentoring and precepting described in clause 6.9.2 will be provided by the MCH Nurse Educator and/ or MCH Coordinator.
- 6.8.3. MCH nurses graduates will be supported in accordance with the principles contained within Transition to Practice Victorian and Child Health Service Guidelines DHHS.
- 6.8.4. For the first three (3) months of their employment, all new MCH nurse graduates will be allocated an additional 60 minutes per day, in addition to the administration time provided in Clause 3, Workload.
- 6.8.5. In the event that after the 3 months, graduate nurses require additional time, the MCH nurse and relevant coordinator will discuss the need and approach and the granting of additional time will be determined on a case-by-case basis.

6.9. Precepting and mentoring time for MCH nurses who are precepting and mentoring students of the post graduate diploma in child and family health (or equivalent):

- 6.9.1. In addition to the administration time provided in Clause 3 Workload, all MCH nurses providing precepting and mentoring to students will be allocated an additional 45 minutes per day, for mentoring and precepting of MCH students in accordance with the Transition to Practice Victorian and Child Health Service Guidelines DHHS

6.10. Precepting and mentoring time for MCH nurses who are precepting new MCH nurse graduates:

- 6.10.1. In addition to the administration time provided in Clause 3 Workload, all MCH nurses precepting and mentoring new MCH nurse graduates will be allocated an additional 45 minutes per fortnight for precepting and mentoring new MCH nurse graduates in the first three (3) months of new MCH nurse graduates employment.
- 6.10.2. MCH nurse educators and/ or MCH Nurse Coordinators will allocate 45 minutes per fortnight, for precepting and mentoring new MCH nurses graduates in the first three (3) months of the new MCH nurse graduate’s employment.
- 6.10.3. Precepting and mentoring will be provided in accordance with the principles outlined in the Transition to Practice Victorian and Child Health Service Guidelines DHHS.

6.11. Summary of time allocations prescribed in Clauses 6.7, 6.8 and 6.9, and are in addition to administration time outlined in Clause 3 Workload

	Time for precepting nurse	Time for student/ graduate
Mentoring and precepting of students	45 minutes per day	Nil
Mentoring and precepting of MCH graduates	45 minutes per fortnight for precepting nurse (alternating weeks) for the first 3 months 45 minutes per for fortnight with nurse	60 minutes per day for the first 3 months. One session each week to be used to meet with either the precepting nurse or leader

	educator/coordinator (alternating weeks)	
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7. MCH Wage Structure

- 7.1. The Year 3 rate will be 1.5% higher than that of the Year 2 rate. The Year 4 rate will be 1.5% higher than that of year 3 rate. The Year 5 rate will be 1.5% higher than that of the Year 4 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.
- 7.2. MCH Nurses working in the enhanced MCH Service are to be paid 4.5% above the equivalent MCH Nurses rate (refer clause 2 of this LAWA).
- 7.3. Council will continue to appoint Maternal and Child Health Nurse Coordinators as defined in clause 2.2 of this LAWA. MCH Nurse Coordinators shall be paid weekly 8% above the highest MCH Nurse rate. This means that the MCH Coordinator salary will increase progressively over the life of the Agreement in the same way that the MCH Nurse rates increase.
- 7.4. Council will continue to appoint an MCH Unit Manager as defined in clause 2.3 of this LAWA. The Maternal and Child Health Nurse will receive a remuneration package which is competitive and reflects the current labour market.

8. MCH Higher Qualification Allowance

- 8.1. The 'standard rate', as determined by the Nurses (ANMF – Victorian Local Government) Award 2015 will be used as the rate in determining the Higher Qualification Allowance. The rate of \$920.80 is the rate applicable from the first pay period on or after 1 July 2023.
- 8.2. The Higher Qualification Allowance (being 7.5% of the 'standard rate' as described above) will be subject to increases in accordance with the national wage case. Part-time Nurses will be paid the allowance on a pro rata basis.

9. Use of own cars

- 9.1. Where staff are required to undertake home visits or deliver an outreach program a Council car pool car, if available, is to be used.
- 9.2. The MCH Nurse is required to use their own car in the delivery of the MCH service. The MCH Nurse will be compensated for the use of their car through the payment of a travel allowance as per Allowance Schedule 2 in Part A of the Agreement.
- 9.3. In addition to claiming mileage payments, the allowance shall also apply in the following circumstances:
 - a. When required to relocate to another location after the commencement of ordinary hours.
 - b. When required to attend court hearings or other negotiated professional appointments and/or meetings.
- 9.4. Where an MCH Nurse's car is required to be off the road for repairs due to damage caused during operational duties, Council will ensure that appropriate temporary alternative arrangements are in place so that service delivery can be maintained.

10. Safety

- 10.1. Council will manage the risk of occupational violence and working alone and/or in isolation in accordance with OH&S legislation.
- 10.2. It is agreed that wherever possible MCH Nurses will be based at two-nurse centres.
- 10.3. Council will use its best endeavours to ensure that all MCH centres will be staffed with a minimum of two (2) MCH Nurses during planned closures such as school holidays.
- 10.3.1. Where 2 nurses are unavailable, Council will use its best endeavours to ensure that all MCH centres will be staffed with a minimum of two (2) staff during planned closures.
- 10.3.2. Where 10.3 and 10.3.1 cannot be achieved, the working in isolation safe system of work will apply.
- 10.3.3. Each MCH nurse will continue to be provided with a mobile phone for use during the centre sessions and for home visiting.
- 10.3.4. All MCH Nurses undertaking home visits will be provided with mobile devices such as phones, lap tops, plus an appropriate safety system as defined by the organisation.
- 10.3.5. The MCH Nurses will continue to elect a MCH Nurse for active representation on the Occupational Health and Safety Committee.

11. MCH overtime and Time in Lieu

- 11.1. Overtime or time in lieu must be approved by the Employees Unit Manager or Coordinator and recorded in iConnect.
- 11.2. Travel time will not be included in overtime or time in lieu calculations.

12. MCH Spread of Hours

- 12.1. Ordinary weekly hours for MCH Nurses shall be: a) Monday to Friday – 8:00am to 6:00pm
- 12.2. Council may propose the introduction of shifts for MCH nurses outside the spread of hours in clause 12.1. Council will comply with clause 4.1 in Part A
- 12.3. Evening and weekend work will be limited as follows:
 - a) Monday and Friday to conclude no later than 8pm
 - b) Saturday from 8am and to conclude no later than 4.30pm
- 12.4. Any MCH Nurse employed by Council (including FT/PT/Casual and fixed term employees) will be advised in writing by Council that participation in the performance of MCH duties outside the spread of hours in clause 12.1 is by mutual agreement
- 12.5. The performance of any work outside the spread of hours in Point 1 shall attract the Overtime provisions contained within Part A: The Main Agreement, Section 5 -Wages and Related Matters, Clause 11 Overtime of the Whittlesea Council Enterprise Agreement

13. Annual Leave

- 13.1. All full time MCH and Immunisation Nurses and MCH Co-Ordinators are entitled to four weeks annual leave; pro rata for part time staff. Annual leave loading of 17.5% is paid in addition to annual leave entitlement.

14. Personal/carer's leave

- 14.1. Personal/carer's leave are provided for in the NES. This clause contains additional provisions.
- 14.2. Amounts of paid personal/carer's leave
 - An employee is entitled to the following amount of paid personal/carer's leave:
 - a. up to 121 hours and 36 minutes annually in the first year of service (inclusive of the employee's NES entitlement);

- b. up to 136 hours and 48 minutes in each year in the second, third and fourth years of service (inclusive of the employee's NES entitlement);
- c. up to 190 hours in the fifth and following years of service (inclusive of the employee's NES entitlement).

15. Costs for Probity Checks

- 15.1. Council will cover the application and renewal costs of Working with Children Checks (WWCC) for both MCH and Immunisation Nurses.

16. ANMF Job Representatives and HSRs

- 16.1. ANMF Job Representatives and designated Health and Safety Representatives will be permitted to attend ANMF's Annual Delegates Conference without loss of wages, and will not be unreasonably refused.
- 16.2. Employees who are elected as representatives of ANMF Victoria Branch Council Committee of Management, who are required to attend ANMF Branch Council meetings during working hours shall be released from duty without loss of pay to attend such meetings and will not be unreasonably refused.
- 16.3. Clause 14.6 of Part A in regard to trade union training will be extended to apply to elected Health and Safety Representatives and will not be unreasonably refused.

17. On Call Allowance

- 17.1. Council may nominate an Employee for On Call or Availability duty.
- 17.2. The nominated employee on duty will be paid the allowance as prescribed in schedule 2 – nurses on call allowance and in accordance with clause 10 in Part A.

Section B: Immunisation Nurses Working Arrangements

18. Objective

- 18.1. The objective is to allow the Immunisation Nurses to provide responsive, efficient, high quality services to the community, including the delivery of after-hours services where required.

19. Hours of work

- 19.1. Ordinary hours shall be worked between the hours of 8:00am to 8:00pm Monday to Friday inclusive.
- 19.2. Following agreement between the parties and subject to the needs of the Department and employees affected, the spread of ordinary hours of duties may vary.
- 19.3. Casual Immunisation Nurses shall be paid a minimum three (3) hours wages per session.

20. Other

- 20.1. In addition to Council mandated or compulsory professional development, full-time Immunisation Nurses shall be entitled to three (3) paid professional training and education leave days per annum (pro-rata for part-time employees) but with a minimum of one (1) day regardless of full-time or part-time. Current practices will continue to apply. Special consideration will be given to the granting of further paid professional training & education leave upon request.

- 20.2. All deficit EFT in the Immunisation Nurses Roster shall be replaced, using best endeavours, to engage permanent employees before casuals and balancing of shifts for casuals to keep them skilled and engaged. Agency staff will be used at a last resort.
- 20.3. A Senior Nurse Vaccinator will receive a remuneration package which is 5% higher than that of a Year 2 Vaccinator.

21. Cashing out Annual Leave

- 21.1. Immunisation Nurses request to cash out annual leave must be mutually agreed by the employee and employer.
- 21.2. Immunisation Nurses must retain a minimum balance of four (4) weeks. The minimum payment of leave which may be considered is five (5) days.
- 21.3. Council cannot force an employee to cash out any annual leave. An Employee who wishes to cash out an amount of annual leave must submit a separate written election for each occasion to forego the amount of annual leave in return for a cash payment.

SCCHEDULE 5: Local Area Agreement - Youth Services

1. Objective

- 1.1 To allow the Youth Development unit to provide responsive, efficient, high-quality services and out of hours activities required by the community.

2. Hours of work

- 2.1 Ordinary Hours shall be worked between 8:00am and 8:00pm (spread of hours) Monday to Friday inclusive (ordinary days).
- 2.2 By Mutual agreement and subject to the operational requirements of the unit/employees affected, hours worked within the ordinary spread of hours may be varied.
- 2.3 The first eight (8) hours in any shift Monday to Friday (within the spread of hours), will be paid at the normal hourly rate of pay. Any overtime hours worked will attract a penalty rate of one half (1.5) for the first three hours worked and a penalty rate of double time (2) thereafter.
- 2.4 All work performed between 10.00pm and 8:00am is to be paid at the rate of double time.
- 2.5 Saturday, Sunday and Public Holidays will be paid as per Clause 11.3 (Part A)

3. Access to Council vehicles

- 3.1 Youth Development employees will have access to Council vehicles in accordance with the following arrangements:
- a. Prior booking of Council 8–12-seater buses.
 - b. Prior booking of vehicles through the carpool system.
 - c. Exclusive access to a Council vehicle dedicated to Youth Development.
- 3.2 With the approval of management and by booking in advance, Youth Development employees may book overnight usage of any of the Council vehicles above for evening events (e.g. late evening meetings/programs etc.).

4. Use of private motor vehicles

- 4.1 To be read in conjunction with;
- 8.20 (Part A) Mileage
 - 8.21 (Part A) Damage cover for private motor vehicles while on Council Business
- 4.2 Where a Youth Development employee's private car is required to be off the road for repairs due to damage caused during operational duties, Council will ensure that appropriate temporary alternative arrangements are in place so that service delivery can be maintained. In exceptional circumstances management may approve access to a Council car for a limited period. Each case will be judged on its merits.
- 4.3 Should a Youth Services employee's private vehicle be damaged whilst on authorised Council business, the employee will be covered for both the insurance excess and an additional payment of \$200 to cover loss of no claim bonus and/or increase in in premium due to claim. This benefit is in lieu of the \$200 payment in clause 8.21.1 a (iii) in Part A of this Agreement and is payable through the creditors system. This benefit is dependent on the vehicle being comprehensively insured.

SCCHEDULE 6: Local Area Agreement – Outdoor Employees (Depot)

1. Introduction

- 1.1. Section A of this Schedule applies to all Outdoor Employees employed at Council’s Depots. All Outdoor employees will be classified as Bands 3 to 5.
- 1.2. Section B of this Schedule applies only to employees (including employees defined in clauses 1.1) requested by management to undertake callout duties as part of a scheduled Infrastructure Maintenance callout roster.

Section A

2. Allowances

2.1. Allowance Types

- 2.1.1. The allowances will operate as a standing weekly payment associated with an Employees substantive role.
- 2.1.2. Where an Employee is working in an acting capacity within a new role, the allowance is payable for work conducted for one (1) day or greater. Employees would only ever qualify for one allowance (whichever is greater) during any one week period.
- 2.1.3. Allowance types would be a stated condition of a Position Description. In the absence of an allowance being noted in the position description, the EA will prevail.
- 2.1.4. The following table details the allowance structure:

		EA 4% increase	EA 2% increase or 90% of the rate cap whichever is greater	EA 2% increase or 90% of the rate cap whichever is greater
Allowance	Unit	Per Person	Per Person	Per Person
Category 1	Week	\$34.22	\$34.91	\$35.60
Manual Litter				
Category 2	Week	\$51.49	\$52.52	\$53.57
Multipurpose				
Graffiti				
Line Marking				
Reactive & Rapid				
Gardeners				
Asset Inspection				
Category 3	Week	\$65.89	\$67.21	\$68.55
Hardwaste				
Street Sweeping				
Drain Cleaning				
Backhoe Operator				
Tipper & Tractor Operator				
Water Truck				
Asphalt Operator				
Sign Truck				
Trade	Week	\$51.49	\$52.52	\$53.57
Sign Writer				
Mechanic				
Industry Allowance	Week	\$35.39	\$36.10	\$36.82

2.2. Industry Allowance

2.2.1. An Employee will be paid a weekly allowance (as outlined in Clause 2.1.4 above, Industry Allowance) compensate for any of the following disabilities of the industry, namely, being subject to:

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

2.2.2. The Industry Allowance forms part of the Employee's Ordinary Rate of pay, for all other purposes under this Agreement.

2.3. Overtime Meal Allowance

2.3.1. When an Employee is entitled to a Meal Break, Council will pay a first meal allowance for the first meal and a subsequent meal allowance for the second and subsequent meals.

2.3.2. Meal allowances will be paid at the rate prescribed in Schedule 2 (Allowances).

3. Hours of Work and Related Matters

3.1. Tea Breaks

3.1.1. Employees will be allowed, without deduction of pay, a break of twenty minutes per day. Breaks may be taken in up to two separate periods. Where a casual or part-time employee works before and continues to work after a recognized Tea Break, then the employee will be entitled to that Tea Break.

3.2. Meal Breaks

3.2.1. Further to the provisions of Part A, clause 9.6 (Taking of Meal Breaks), Employees will be paid at the rate and time and a half from the time that they are entitled to a Meal Break and thereafter until a Meal Break is allowed. Employees will not be compelled to work for more than five (5) hours without a recognised Meal Break. If the continuance of work is necessary and could not have been avoided by any reasonable action of Council, the Employee will be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.

3.3. Payment for Overtime

3.3.1. Employees will be eligible for payment of overtime, as per the table below

Requirements	Hours	Penalty Rate
Overtime <ul style="list-style-type: none">• Monday to Saturday noon	First two hours	Time and a half

<ul style="list-style-type: none"> • Minimum payment for three hours on Saturday for full time Employees • Minimum payment for one hour for part time and casuals 		
Saturday Overtime <ul style="list-style-type: none"> • Work after 12 noon • Minimum payment for three hours on Saturday for full time Employees • Minimum payment for one hour for part time and casuals 	All time after 12 noon	Double time
Sunday Overtime <ul style="list-style-type: none"> • Minimum payment for three hours worked for full time Employees • Minimum payment for one hour for part time and casuals 	All time	Double time
Call Out Overtime Monday to Friday <ul style="list-style-type: none"> • Minimum payment for three hours work • Minimum payment for one hour for part time and casuals 	First two hours, or Two hours or less	Time and a half Minimum three-hour payment paid at time and a half
	Time thereafter	Double time
Call Out Overtime Saturday	Two hours or less at any time on the day	Time and a half with a minimum of three hours work calculated at time and a half
	Where an Employee works more than two hours where all or part of those hours are before noon	A maximum of two hours will be paid at time and a half with the remainder of the three-hour minimum or time worked to be paid at double time
	Where the hours are worked after 12 noon	The minimum payment and/or time worked will be paid at double time
Call Out Overtime Sunday or Public Holidays <ul style="list-style-type: none"> • Minimum payment for three hours worked for full time Employees 	First call out, payment for a minimum of three hours work	Sunday: Payment at Sunday overtime rates
		Payment at Public Holiday rates
		Sunday: Payment at Sunday overtime rates
		Payment at Public Holiday rates

Public Holidays <ul style="list-style-type: none"> • Minimum payment for three hours worked for full time Employees • Minimum payment for one hour for part time and casuals 	Within ordinary hours	Time and a half in addition to the Employee's normal salary for the day
	Outside of ordinary hours	Double time and a half for hours worked

3.4. Travel Time and Expenses

3.4.1. Where an Employee is required by Council to travel on behalf of Council the Employee will be reimbursed the expenses incurred by using the public transport nominated by Council for such travel.

3.4.2. Where an Employee is instructed to commence work and/or to cease work at a place which is located outside the municipal district 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.

4. Career Development

4.1. Works Officer positions will be backfilled by the Leading Hand for periods of sick leave, annual leave, long service leave and/or extended leave in excess of three (3) days. When this is not appropriate, backfills will be via an expression of interest (EOI) to all Leading Hands.

4.2. Leading Hand positions will be backfilled via an expression of interest (EOI) to all Depot employees for periods of sick leave, annual leave, long service leave and/or extended leave (up to three (3) months) via an EOI process. Leading Hand backfills exceeding three (3) months will be back filled by the standard EOI process in line with the Recruitment Policy updated from time to time. The EOI process for backfilling Leading Hand positions for up to three (3) months will be initiated from the Performance Development Plan (PDP) process at the commencement of the PDP cycle (each year). Employees are to submit their EOI for backfilling Leading Hand positions which is based on the training and upskilling identified in their PDP. The successful employees will be selected throughout the year on a rotation basis to act in the Leading Hand position/s (if /and when it becomes available). Council will commit to reviewing this process annually.

4.3. Employees are encouraged to use the Performance Development Plan (PDP) process to identify any training/upskilling needs to ensure that they will have the required mandatory skills to backfill the positions identified in clause 4. Training plans will be developed in accordance with the PDP process

4.4. For Employees who have been unsuccessful in the EOI rotation roster for Leading Hand positions, a development plan will be developed in accordance with the PDP process.

5. Loss or Damage to Clothing and Spectacles

5.1. Council will cover incidental costs following the loss or damage of personal effects during the course of employment provided that such loss or damage is not in any way caused by the Employee's own act or negligence. This clause will not apply when an Employee is entitled to Worker's Compensation in respect of the damage.

Section B

6. On call/Callout Roster

Allowance	Unit	Per Person	EA 4% increase	EA 2% increase or 90% of the rate cap whichever is greater	EA 2% increase or 90% of the rate cap whichever is greater
IMU Callout Allowance (CO)	Week	\$1,318.29	\$1,371.02	\$1,398.44	\$1,426.41
Employees requested adhoc to be on call in emergency situations will be paid per occasion as the daily amount proportionate of the IMU Callout Allowance. For example, one day will be paid at 1/7 th of the total IMU Callout Allowance.					

- 6.1. Employees as outlined in clause 1.2 may be requested by management to undertake callout duties as part of a scheduled on call/callout roster. Inclusion on the callout roster will be at the sole discretion of management.
- 6.2. The nominated callout employee for any given week as detailed on the roster will be paid a weekly allowance for any afterhours on call/callout duty within the Monday to Sunday week.
- 6.3. This allowance includes the attendance of up to three (3) callouts. In the event that an Employee is required to attend greater than three (3) callouts within one (1) week, they will be paid at normal rate of overtime.
- 6.4. Employees may be on call on an adhoc basis to assist the Officer allocated to the weekly callout roster in emergency situations. In these instances, on call allowance will be payable and paid at a pro rata daily rate of the weekly allowance. Any callout will attract standard overtime rates.
- 6.5. Where an Employee is required for duty on a Public Holiday they will be granted one (1) day off in lieu per instance.

SCHEDULE 7: Local Area Agreement – Art and Cultural Services

This schedule shall apply to full time, part time and casual employees within Arts, Culture and Events whose work requires them to carry out the roles and responsibilities of their position after hours and over the weekend. This schedule outlines specific provisions for staff delivering cultural programming, festival and events and delivering services within our cultural venues such as Plenty Ranges Arts and Convention Centre.

If you're a venue technician or other operational staff member at PRACC: read part B only. If you're employed in any other area of ACE, including program, admin and management staff for PRACC: read part A only.

1. Objectives

- 1.1. It is recognised that the arts industry requires extensive participation by various roles within Arts, Culture and Events (ACE) over a wide range of hours on all days of the week. It is further recognised that employees are often required to work irregular hours as:
 - a. Providers of cultural services and entertainment presented within Council's cultural venues and Council produced events and programs, as well as
 - b. Builders of community participation and capacity through Council supported events and programs.

Objectives of this schedule is to ensure an appropriate work/life balance and flexibility while delivering works objectives of the service.

Section A: Festivals & Events, Arts Engagement and Cultural Programs

2. Application

- 2.1. This agreement applies only to full time part time and casual employees of ACE who are directed to work on festivals, events and cultural activities that take place on Saturdays and Sundays.
- 2.2. Festivals are defined as significant/large events (refers to celebrations involving arts, entertainment and cultural activities):
 - a. Council initiated and co-ordinated celebrations that engage community; and
 - b. Community initiated and co-ordinated celebrations, including where Council has a partnership arrangement.
- 2.3. Cultural activities and events are of a smaller scale and include:
 - a. Celebrations of cultural identity;
 - b. Council run community consultations;
 - c. Council cultural programs and activities lead or supported by ACE; and
 - d. Community initiated and co-ordinated activities and events, including where Council has a partnership arrangement.
- 2.4. This includes both preparatory, set-up and pack down that occurs on a weekend.

3. Definitions

- 3.1. **Regular hours** – are the ordinary hours of work of an employee of the ACE Unit:
 - a. rostered by agreement between Council and the employee, provided that:
 - i. 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; or

- ii. does not exceed the number of hours agreed between Council and a part time employee under clause 6.1.4 (a) of Part A;
 - b. rostered within the spread of 8:30am and 8:30pm Monday to Sunday inclusive;
 - c. be in shifts:
 - i. no greater than eight (8) continuous hours per day, excluding any meal break/s; and
 - ii. commence no less than ten (10) hours after the employee last worked.
- 3.2. **Additional hours** – are all hours of work of an employee of the ACE Unit that are outside their regular hours under clause 3.1. Employees have the right to refuse additional hours.
- 3.3. **Paid Recovery Time** – is a period of regular hours the employee is not required to attend or perform work:
 - a. within the same 28 days as the weekend or public holiday that was worked; and;
 - b. may be split across more than a single day by mutual agreement between Council and the employee.

4. Hours of Work and Payment

4.1. Full time employees

- 4.1.1. All regular hours will be paid at the ordinary rate of pay.
- 4.1.2. All additional hours for full time employees and will be paid in accordance with this clause.
- 4.1.3. Weekdays – employees required to work additional hours on a weekday will:
 - a. accrue time in lieu (TIL) at the rate of one and a half times the actual hours worked for the first three (3) hours; and
 - b. be paid double the ordinary rate of pay for all additional hours thereafter.
- 4.1.4. Weekends – Employees that work additional hours on a Saturday and/or Sunday will be paid at the ordinary rate of pay for up to eight (8) hours per day. In addition, the employee will be entitled to take the equivalent time for time as a paid recovery time. For hours worked in excess of eight (8) hours per day, the employee will:
 - a. accrue TIL at the rate of time and a half the actual hours worked for the first three (3) hours in excess of eight (8) hours; and
 - b. be paid double the ordinary rate of pay for all hours thereafter.
- 4.1.5. Public Holidays – All hours of work performed on a public holiday will be paid at one and a half times the ordinary rate of pay for up to eight (8) hours per day. In addition, the employee will be entitled to take the equivalent time as paid recovery time. For all work in excess of eight (8) hours, the employee will be paid two and a half times the ordinary rate of pay.

4.2. Part time employees

- 4.2.1. All regular hours will be paid at the ordinary rate of pay.
- 4.2.2. All additional hours for part time employees will be paid in accordance with this clause.
- 4.2.3. Weekdays – Part time employees who work additional hours on a weekday will be paid:
 - a. at the ordinary rate of pay for all hours worked between 8.30am and 8.30pm;
 - b. for all hours worked in excess of eight (8) hours a day or any hours worked before or after 8.30am and 8.30pm:
 - i. at the rate of time and a half the ordinary rate for the first three (3) hours;
 - or

- ii. accrue time in lieu (TIL) at the rate of one and a half time the actual hours worked; and
 - iii. double the ordinary rate for all additional hours thereafter; and
 - c. the following rates of pay for additional hours worked between 8.30am and 8.30pm if agreed in advance and in writing with the Manager:
 - i. at the rate of time and a half the ordinary rate for the first three (3) hours; and
 - ii. double the ordinary rate for all additional hours thereafter.
- 4.2.4. **Weekends** – Part time employees that perform work on a weekend will be paid:
 - a. in accordance with clause 4.1.4 if additional hours worked are more than five (5) hours; or
 - b. the following rates of pay if additional hours worked are five (5) hours or less:
 - i. On a Saturday - at one and a half times of the ordinary rate of pay for the first three (3) hours and double the ordinary rate of pay for additional hours thereafter; and
 - ii. On a Sunday - at the double the ordinary rate of pay.
- 4.2.5. **Public Holidays** – All hours of work performed on a public holiday will be paid at the rate of one and a half times the ordinary rate of pay for up to eight (8) hours per day. In addition, the employee will be entitled to take the equivalent time as paid recovery time. For all work in excess of eight (8) hours, the employee will be paid at two and a half times the ordinary rate of pay. Part time employees required to work on a weekend or public holiday will be engaged for a minimum period of three (3) hours.
- 4.3. Casual Employees**
- 4.3.1. Casual employees under this clause will be rostered for a minimum period of three (3) hours.
- 4.3.2. If a casual employee has a rostered shift cancelled within 24 hours, then the employee shall be provided with alternative duties, or if not required at all, paid for the minimum rostered hours.

Section B: Plenty Ranges Arts and Convention Centre (PRACC) – Technical and Venue Staff

5. Application

- 5.1. This schedule applies only to employees engaged in operational roles falling under the management of Plenty Ranges Arts & Convention Centre (“PRACC”).

6. Objective

- 6.1. The principle objective of this schedule is to facilitate working arrangements that are well aligned with the current and future operations of PRACC. It is recognised that to be competitive and sustainable, PRACC needs to be cost competitive whilst at the same time maintaining a reputation for the provision of high quality services.
- 6.2. It is recognised that PRACC requires extensive participation by various employees over a wide range of hours and on all days of the week. Some employees are often required to work evenings and weekends consistent with PRACC’s activities as major providers of performing arts, entertainment and community facilities.

7. Spread of hours

- 7.1. The spread of ordinary hours is Monday to Sunday 7:00am to 12 midnight. An Employee may work (by agreement) up to a maximum of twelve (12) ordinary hours on any day (excluding unpaid meal breaks).
- 7.2. Where practicable, an employee will receive 24 hours' notice of a change to the pattern of work. Where less than 24 hours' notice is provided, additional hours will be paid at time and a half. Where over 24 hours' time is given, additional hours will be paid at ordinary rates of pay.
- 7.3. In the absence of agreement under clause 7.1, the maximum number of hours employees may work in any one 24 hour period is ten (10) hours, and then a ten (10) hour break must be provided before the next rostered work period commences.

8. Provisions applying to full time and part time employees

- 8.1. Ordinary hours for rostered PRACC full time employees are 80 per fortnight (19-day month), to be worked on up to any ten days in any one fortnight as per agreed rosters.
- 8.2. Ordinary hours for rostered PRACC part time employees are the agreed hours in writing at the time of commencement. A part time employee may agree to work up to 76 hours per fortnight at the ordinary time rate provided the agreement is entered into without duress and is recorded on the roster and the timesheet. Part time employees can work up to any ten days in any one fortnight as per agreed rosters.
 - 8.2.1. **Time in Lieu (TIL)** will be offered for overtime worked on a 1.5 basis for time worked. If TIL is not taken within three (3) months, TIL will be paid out at the appropriate overtime rates worked.
- 8.3. **Payment for overtime** will only occur when approved in advance by the Manager or their delegate. Overtime will be paid in accordance with Part A, clause 11 for hours outside of the ordinary span of hours or in excess of the maximum hours per day or per fortnight.
- 8.4. For hours worked on a Saturday or Sunday, penalty rates will apply as follows:
 - 8.4.1. All hours worked on a Saturday within the ordinary spread of hours will be paid at the rate of 1.5 times the ordinary rate of pay;
 - 8.4.2. All hours worked on a Sunday within the ordinary spread of hours will be paid at the rate of 1.75 times the ordinary rate of pay.
- 8.5. For hours worked on a public holiday, employees will receive 150% additional of the hourly rate for up to 8 hours. For all work in excess of 8 hours the employee will be paid at 250% times the ordinary pay.
- 8.6. An employee may agree to work up to 6 hours without an unpaid meal break provided the agreement is entered into without duress.
- 8.7. Where required, employees by agreement may work split shifts. In this instance, at least 48 hours' notice will be provided. Ordinary hours may be worked in two periods separated by a break of more than one hour. For the purpose of overtime, split shifts shall be regarded as continuous hours worked.

9. Provisions applying to casual employees

- 9.1. For ordinary hours worked, casual employees will be paid 125% of the hourly rate that permanent employees would receive.
- 9.2. For hours worked on a Saturday or Sunday, penalty rates will apply as follows:

- a. All hours worked on a Saturday within the ordinary spread of hours will be paid at the rate of 150% of the hourly rate that permanent employees would receive. This figure has been calculated to be inclusive of both casual loading and penalty rates.
 - b. All hours worked on a Sunday within the ordinary spread of hours will be paid at the rate of 175% of the hourly rate that permanent employees would receive. This figure has been calculated to be inclusive of both casual loading and penalty rates
- 9.3. The minimum hours for casuals called in to perform work will be:
 - a. Monday to Sunday (inclusive): 3 hours.
- 9.4. For hours worked on a public holiday, employees will receive 250% of the hourly rate of pay that permanent employees would receive. This figure has been calculated to be inclusive of both casual loading and penalty rates
- 9.5. An employee may agree to work up to 6 hours without an unpaid meal break provided the agreement is entered into without duress
- 9.6. In the first instance, available shifts will be offered to PRACC casuals before outsourcing to labour hire agencies.
- 9.6.1. Casual rosters are scheduled according to event and function requirements that have been provided by the venue hirer. In some circumstances additional hours will be required to be worked in the instance;
- 9.6.2. an event runs longer than expected requiring staff to work beyond rostered finish time to support venue and event operations
- 9.6.3. unanticipated delays in event or function schedule that impacts the finish times of the event or function all additional hours worked will be recorded and paid
- 9.7. Rosters will be provided within a minimum of (1) weeks' notice to assist casual employees in balancing commitments outside of their employment with PRACC. Though the rostering system and other means PRACC will notify employees of their rostered shift by email/mobile application notification; as well as providing online access to rosters. Casuals will use their best efforts to confirm their availabilities within 24 hours of receiving their roster.
- 9.8. Late changes may be made in the case of;
 - a. event cancellation
 - b. hirer changes to scale, nature, timing or duration of event
 - c. late notification of hirer technical or customer service requirements
 - d. 24-hour notice will be given for all late changes
- 9.9. If an employee has a rostered shift cancelled or reduced in duration within 24 hours, then the employee shall be provided with alternative duties, or if not required at all, paid for the minimum rostered hours.

10. Training and licenses

- 10.1. Staff required to attend training or obtain certifications will be paid for their time. Reimbursement of training costs or licence renewals will be in accordance with clause 8.22 of Part A.

11. Superannuation

- 11.1. Council will treat the payments made for hours worked on a Saturday, Sunday or Public Holiday as ordinary time earnings when making the superannuation contributions for PRACC employees it is required to make in accordance with clause 8.11 of Part A.

SCHEDULE 8: Local Area Agreement – Engineering and Architecture Disciplines

1. Application

- 1.1 This Schedule applies only to employees as defined in clause 2 performing engineering duties or working in an architecture discipline (or related project management) at Council.

2. Definitions

- 2.1 **Professional Engineer** - means a professional engineer that has graduated in a four (4) year or five (5) 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.
- 2.2 **Professional Architect** – means a professional architect, landscape architect or urban planning professional that has graduated in a four (4) year or five (5) year course of study at a recognised University/or a recognised equivalent architect qualification, and that is responsible for the adequate discharge of any portion of the duties of which employment requires a qualification in an architecture discipline.
- 2.3 **Technologist** - means a professional that has undertaken an accredited or recognised three (3) year engineering technology degree at an accredited or recognised institute and undertakes duties that relates to established engineering practise or relating to advanced engineering technology.
- 2.4 **Associate** - means an employee that has completed a three (3) year degree or diploma and undertakes some engineering tasks under supervision.
- 2.5 **Graduate Engineer** - means a professional engineer that has recently graduated in a four (4) year or a five (5) year course at a recognised University/or has a recognised equivalent engineering qualification.
- 2.6 **Graduate Architect** – means a professional from an architecture discipline that has recently graduated in a four (4) year or a five (5) year course of study at a recognised University/or has a recognised equivalent qualification in an architecture discipline.
- 2.7 **Graduate(s)** – means a graduate of a discipline covered by this Schedule.
- 2.8 **Architecture discipline** – includes architecture, landscape architecture and urban planning and design.
- 2.9 **Project Manager** - means Project Managers relating to built environment projects. A Project Manager will have successfully completed graduate or diploma course in project management at a recognised tertiary institution or have relevant industry experience of at least 5 years'.
- 2.10 **Specialist** – means a subject matter expert in their discipline (or a part thereof) who is recognised for their excellence and technical expertise above that of their peers. A Specialist will generally have at least 10 years' experience within their field. While a Specialist is not required to be a people manager, they would be a leader and mentor in their field of expertise. They would typically hold professional registration at a statutory or industry level and may hold additional post-graduate qualifications or an equivalent portfolio of work.
- 2.11 **Principal Specialist** – means a subject matter expert in their discipline (or part thereof). They meet the requirements of a Specialist, however, would have at least 15 years' experience in their field. Accordingly, they would have a notable portfolio of work that

demonstrates excellence. A Principal Specialist would also be recognised as a leader and mentor not just in the workplace, but more broadly throughout industry and their profession. This may be demonstrated through active roles in professional and/or industry associations, presenting at conferences or delivery of training.

3. Use of own motor vehicles

- 3.1 Where employees under this Schedule are required to use their own cars for Council business (including when commencing work at a site other than their usual workplace), they will be reimbursed in accordance with the rates prescribed in the Main Agreement.
- 3.2 Employees will be permitted to use their personal vehicles for incidental work purposes where it is clearly more efficient and productive to do so (and reimbursed in accordance with the above clause) in accordance with the Light Vehicle Policy.
- 3.3 Where a car of an employee under this Schedule is off the road for repairs due to damage caused when authorised to use their own vehicle on Council duties, Council will use its best endeavours to make appropriate temporary alternative transport arrangements while the vehicle is being repaired.
- 3.4 In consultation with employees, Council will undertake a review (information gathering) within first 12 months including survey from relevant staff and benchmark similar councils for motor vehicle use and associated entitlements. The review is to be conducted considering a number of criteria, including but not limited to, efficiency, equity, productivity and cost, while also considering how vehicles can reasonably be used as an employee benefit. The outcome of the review will be reported to the executive team for consideration with a view to take any reasonable action identified in the review.

4. Movement between bands

- 4.1 In recognition of the valuable contribution Graduates make to the ongoing capability of Council, Graduates will commence their employment at a classification no less than 5B.
- 4.2 Annual increment movement and movement between Bands is subject to satisfactory performance, considering the following:
 - a. Setting performance, competency and development objectives in yearly plan
 - b. At least two review meetings per year.
 - c. Risk of non-performance must be raised at the time of concern, recorded and steps to address performance set. If this does not occur, then movement will take place.
 - d. If the set development goals are not achieved because the development opportunities were not provided (time, availability, resources) then the individual will not be penalised.
- 4.3 Council confirms there is no restriction on Professional Engineers and Architect employees under this Schedule moving from Band 5 to Band 6. Subject to the development and fulfilment of an agreed performance development plan outlining specific objectives (including meeting competency requirements and skills for the relative discipline/position), such an employee may progress within Bands 5 and 6 at regular intervals and fast tracking applied where warranted.

For engineers, work level competency standards outlined in the 2014 Review of Engineering Classifications will inform progress to Band 6, until such time as the competency standards have been reviewed in accordance with clause 11, at which point

the new competency standards will apply. Regard will be had to performance on-the-job, instead of strict adherence to years of service.

- 4.4 Movement between Bands 6 and 7 is subject to satisfactory performance, position requirements (including registration under an Act as required) and the demonstrated attainment of 50 hours of Continuing Professional Development (CPD). A Band 6C can move to a Band 7 A provided they are operating at the required competency level but cannot move beyond a Band 7 A unless there is a position available, or the position is reclassified.
- 4.5 Movement to a Specialist (Band 7) may occur on a case-by-case basis on application by an employee or by appointment, having regard to the requirements of the role and the needs of Council. An applicant must demonstrate a case of meeting the requirements of the role. In addition, the applicant will need to demonstrate a history of meeting reasonable KPIs, excellence in their performance and case for how their appointment provides a net benefit to Council. Preference will be given to internal appointments.
- 4.6 Movement between Bands 7 and 8 is subject to satisfactory performance, position requirements (including registration under an Act as required) and the demonstrated attainment of 50 hours of Continuing Professional Development (CPD). A Band 7D can move to Band 8A provided they are operating at the required competency level but cannot move beyond a Band 8A unless there is a position available, or the position is reclassified.
- 4.7 Movement to a Specialist/Principal Specialist (Band 8) may occur on a case-by-case basis on application by an employee or by appointment, having regard to the requirements of the role and the needs of Council. Appointment will require a demonstrated case of meeting the requirements of the role. In addition, the applicant will need to demonstrate a history of meeting reasonable KPIs, excellence in their performance and case for how their appointment provides a net benefit to Council. Preference will be given to internal appointments.
- 4.8 As movement between bands will reflect changes in an employee's duties and accountabilities, both the employee and the employee's supervisor are responsible for ensuring that the employee's Position Description remains accurate and up to date. After meeting the performance requirements for movement between bands, movements will be made permanent after 12 months. Where an employee fails to meet the performance requirements, within the initial 12-month period, the employee will be moved back to their substantive position. Employees will be provided with support during the first 12 months of the movement to assist them in maintaining the required performance standards. At the conclusion of the 12-month period where performance requirements have been met, the Employee will be required to continue performing at this level for their term of employment.

5. Graduate Professional Development

- 5.1 Council is committed to providing opportunities for Graduates to gain experience through a dedicated graduate program.
- 5.2 Council and Professionals Australia will work together on developing any improvements to the graduate program via Consultative Forums.
- 5.3 Where a Graduate satisfactorily completes the fixed term appointment and demonstrates the required skills and competencies for a vacant position, priority consideration should be given to the Graduate for this position.

- 5.4 In the event that a state-wide graduate program for local government engineers is developed and implemented during the life of the agreement, Council will not unreasonably refuse to participate in the program.

6. Statutory Registration

- 6.1 This clause shall only apply where legislation or government regulation requires the registrations/Act of professional engineers and/or those in an architecture discipline.
- 6.2 Council will support all eligible employees to become Registered Professional Engineers and Architects as per statutory requirements, with financial support for the reasonable costs of attaining and maintaining statutory registration.
- 6.3 Council will also enable the employee to undertake the required training and development in order to accumulate the required Continued Professional Development (CPD) points to maintain and renew their registration status. This includes provision or relevant time-release to undertake relevant CPD. Employees will need to discuss CPD requirement at the commencement of the PDP process.

7. Continuing Professional Development

- 7.1 Council will continue to partner with employees to identify and provide appropriate learning and development opportunities which facilitate the achievement of agreed goals including the development of technical and specialist skills. Training, development and continuing professional development (CPD) opportunities may include courses, seminar, workshops, additional accreditation and experience gained in other work areas.
- 7.2 Council will accept up to two staff per year, classified as either an engineering Technologist or Associate who are aspiring to complete their formal professional engineering qualifications into Council's Study Assistance program.

8. Consultative Forums

- 8.1 Council and Professionals Australia will establish a consultative forum to discuss specific issues related to those employees covered by this Schedule, which will include (but not be limited to):
- a. Statutory and industry registration
 - b. Graduate Programs
 - c. Engineering capacity and infrastructure requirements
 - d. Succession planning
 - e. Diversity and gender equity
 - f. Training and Development
 - g. Equity and consistency in the alignment of banding
 - h. Clear and defined career pathways
 - i. Within 12 – 18 months of the agreement commencing, review, with the intention to replace, the work level competency standards for Engineers outlined in the 2014 Review of Engineering Classifications
- 8.2 These forums will occur twice each year unless the parties otherwise agree. The forum will include any relevant management representatives, a Professionals Australia official, one or more Professionals Australia delegate(s)/representative from each relevant discipline covered by this Schedule.

SCHEDULE 9: Local Area Agreement – Support at Home

1. Application

1.1 This Schedule applies to Home Support Workers.

2. Definitions

Term	Definition
Council	Whittlesea City Council
Home Support	Services provided in Domestic Assistance, Personal Care, Social Support Individual and Flexible Respite Care.
Home Support Band 3 Employee	An Employee engaged in employment who has attained the applicable qualification and performs all service types as per the Home Support Worker Position Description. Note* Current arrangements contrary to the above will be grandfathered (this includes current bandings)
Indirect Duties	Any rostered task other than direct consumer care. This also includes time allocated for travel and paid breaks.
Contactable	Employees are expected to check their mobile telephone and/or electronic devices as follows: At reasonable periods prior to the commencement of each period of availability Prior to the start of each rostered event. At the end of each rostered event and hourly thereafter during any period of un-rostered availability.
Accepts work or a rostered event	Is defined as a clear message from an Employee that they are accepting an offer of work made by Council and includes accepting a printed roster or updated electronic roster.
Term	Definition
Refuses work or a rostered event	A clear message from an Employee that they are declining offered work within their available hours.
Rostered Hours	The total payable hours for home support and indirect duties.
Standalone Event	The only rostered or worked event on any given day, except when a cancelation is paid.

One (1) business day	A day that falls between Monday to Friday and excludes weekends and public holidays. Cancellation example: A 9.00am Monday rostered engagement should be cancelled by 9.00am the Friday before.
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3. Hours of work

- 3.1 The ordinary spread of hours shall be 7:00am to 7:00pm Monday to Friday (excluding public holidays).
- 3.2 Employees may work up to 38 hours per week within the spread of hours, subject to the following conditions:
 - a. Management and each individual Employee will agree and document the agreed hours of availability for duty which will be used as a basis for assigning work.
 - b. Employees are expected to be contactable and to make timely responses during their hours of availability.
 - c. If due to illness or other circumstances, the employee is to call the Rostering Team as soon as possible during the first part of the working day.
- 3.3 All Employees will receive a minimum of 20 hours' work per week (based on a 5 day working week or pro rata) within the spread of hours subject to the following conditions:
 - a. Management may negotiate a reduction in minimum hours on a case by case basis. Any such arrangement will be documented in writing.
 - b. Minimum hours will not be paid where an additional job is offered during available hours to maintain minimum hours and is refused.

4. Rosters

- 4.1 All Employees' daily/weekly hours of duty will be undertaken in accordance with the official rosters which shall be developed by Management to suit operational requirements and issued weekly.
- 4.2 The ordinary hours of duty shall not exceed 7.6 hours in any one (1) day, or beyond 38 hours in one (1) week, inclusive of indirect duties.
- 4.3 If an Employee is running more than 15 minutes early or late from rostered times, the Employee must contact the appropriate person for that time and day.
- 4.4 Rosters may be varied by Management within an Employee's availability hours to suit operational requirements.
- 4.5 The rostered interval between consecutive rostered events will normally be 15 minutes, but may be varied by Management to suit the operational requirements of the service or by mutual agreement or when clause 9.3a applies (greater than 15kms).
- 4.6 Whilst Home Support Workers may be rostered to work on public holidays, where possible, jobs will be rostered to staff who have indicated a willingness to work.
- 4.7 Employees not required to work on a public holiday, will be paid as per their regular roster or a minimum of four (4) hours' payment at the ordinary rate of pay, whichever is the greater.
- 4.8 Employees required to work on a public holiday will be paid a minimum of three (3) hours.
- 4.9 An unpaid half hour break must be rostered and taken when continuous paid hours exceed 6 hours.

- 4.10 Employees may request unpaid breaks to be inserted into their roster at mutually agreed times and of mutually agreed durations.

5. Administration Time and Office Attendance

- 5.1 Each Employee is paid 15 minutes per working day at their ordinary time rate of pay for the purposes of reviewing/accepting rosters, reading consumer care plans, emails and discussing operational or consumer issues with office staff. This is only for days where consumer facing activity has occurred. Additional time may be rostered for office attendance as required.

6. Taking of Leave

- 6.1 Hours of leave payable will be determined as follows:
- a. Home Support Workers can request to take accrued Annual Leave and Long Service Leave of up to eight (8) hours per day and/or up to 38 hours per week.
 - b. Parental leave will be taken as per Part A of the Agreement.
 - c. Periods of all other leave of up to three (3) days Home Support Workers can choose either working roster (if notice is same day/week) or regular roster if advanced notice is given

7. Funeral Leave

- 7.1 In addition to the entitlements in the General Terms of the Agreement relating to Bereavement/ Compassionate leave, all Home Support Workers will have access to up to 15 hours leave per annum to attend the funeral of recent, regular consumers.
- 7.2 The actual time taken in each case shall be negotiated with the Employee's immediate supervisor, based on the time and location of the funeral and other relevant factors.
- 7.3 While reasonable time to attend a funeral, as set out above, will not be withheld, management reserves the right to require the Employee to provide proof of the funeral (e.g. a copy of the funeral notice).
- 7.4 A formal application for funeral leave must be lodged for each absence and the Employee must provide prompt notice to his or her immediate supervisor of their requested leave, and the proposed period of absence.

8. Classification and skill requirements

- 8.1 Management will ensure that all Employees receive appropriate training including paid time to attend compulsory meetings and training as required.
- 8.2 All Home Support Workers must participate in rostered mandatory training (such as manual handling, first aid refreshers and OH&S training) and maintain all required probity checks and regular attendance at rostered team meetings and home support meetings, as advised by Management.
- 8.3 Home Support Workers rostered to provide Peer to Peer functions, will have the rostered event remunerated at a Band 4, at their current increment. (i.e: if currently 3D, rostered Peer to Peer work will be paid at 4D).

9. Travel and Paid Breaks

- 9.1 Time will be paid for Travel and Paid Breaks at 15 minutes ordinary time regardless of the period of time between rostered events.
- 9.2 When it is payable as per clause 10 (Use of private motor vehicle clause).
- 9.3 Excessive Travel:

a. In circumstances where travel by the most direct practical route between two consecutive rostered events exceeds fifteen (15) kilometres, an additional unit of time will be paid totalling a maximum of 30 minutes.

10. Use of private motor vehicles

- 10.1 Where Home Support Workers are required to use their own private motor vehicles for Council business, they will be reimbursed in accordance with the rates prescribed in Schedule 2 Allowances.
- 10.2 Kilometre reimbursement shall be paid for use of a private vehicle whilst undertaking duties as a Home Support Worker and will be paid as follows:
- a. For travel by the most direct practical route for time and day and road conditions.
 - b. Between each consecutive rostered event, at different locations attended on the same day.
 - c. On the way to/from any rostered event which starts/ends outside the ordinary spread of hours (i.e. public holiday).
 - d. If a Home Support Worker works a standalone event, kilometre reimbursement will be paid to and from the standalone event.
 - e. Where leave or an unpaid break occurs during a working day, kilometre reimbursement can be claimed equivalent to the shortest practical route between the two rostered events as if the leave or break was not taken.
 - f. Where the rostered gap to next rostered event of day is ninety minutes of continuous availability, reimbursement will be paid to home or alternate location and will also be paid from that point to the next rostered event of the day.
 - g. Where kilometre reimbursement is claimable to or from home or alternate location it is limited to 20 km per trip.
- 10.3 If any rostered event which is cancelled whilst in transit or at the door kilometre reimbursement will be paid for kilometres travelled to the next event.
- 10.4 Where a Home Support Worker's motor vehicle is off the road for repairs due to damage caused when engaged in authorised use of their own vehicle on Council duties, Employees may request up to 15 hours per annum of leave to be rostered to enable repairs to be organised. This leave does not apply to routine maintenance or repairs.
- 10.5 Vehicle cleaning:
- a. Interiors of vehicles used to transport consumers will be maintained in a reasonable and clean condition.
 - b. If a Home Support Worker's vehicle interior is soiled as a direct result of transporting consumers, the soiling must be reported immediately (within one business day) and management will reimburse reasonable cleaning expenses up to a total of \$150 per incident on substantiation of costs incurred (i.e. presentation of receipts).

11. Cancellations

- 11.1 When a prior rostered engagement is cancelled, the following arrangements apply:
- a. If given up to and including one (1) business day (24 hours') notice, no compensation will be paid.
 - b. If less than one (1) business day (24 hours') notice, the following will apply:
 - i. a replacement job at an equivalent hourly rate may be offered either at the same time or within the agreed hours of availability within that day
 - ii. if no replacement job is given across that day, then 100% payment shall apply

- iii. if an Employee refuses a replacement job within their available hours of that day, no cancellation payment shall be paid
- iv. if a rostered event is cancelled at the door OR the consumer does not respond, both the applicable unit of TPB and KMS will be paid plus 15 mins admin time to conduct a welfare check and inform the Office

12. Uniforms

- 12.1 Home Support Workers are required to wear a uniform which will be supplied. The uniform will include a range of items fit for the purpose and seasonal variations.
- 12.2 12.2. Uniform Laundry Allowance will be paid as per Schedule 2 (Allowances). This rate will be subject to annual adjustments in accordance with the Agreement percentage increases for the life of the Agreement.
- 12.3 12.3. A shoe allowance will be paid as per Schedule 2 (Allowances).

13. Mobile Telephone Allowance

- 13.1 All Home Support Workers are required to carry an active, privately owned, mobile telephone during their agreed available hours in order to be contactable and provide timely responses.
- 13.2 All Home Support Workers who carry and use an active, privately owned, mobile telephone will receive a Mobile Phone Allowance as per Schedule 2 (Allowances).
- 13.3 Home Support Workers who opt to use their privately owned mobile phone instead of a council workplace device will receive a \$10 weekly BYOD allowance. This payment is in lieu of the mobile phone allowance.
- 13.4 These allowances will be adjusted each subsequent year in line with the applicable increase of this Agreement.

14. Licencing/probity check requirements

- 14.1 All Home Support Workers will be required to undergo a relevant probity checks as required under relevant legislation. Council will reimburse the direct costs of the checks.
- 14.2 Employees must advise Management immediately in the event that their probity checks or motor vehicle driving licence status changes.
- 14.3 Employees with a Working with Children check must register with the relevant authority that they are an Employee of Council.
- 14.4 Employees are required to meet and maintain the minimum requirements under the criminal record/Working with Children Checks at all times. Where an Employee no longer meets the minimum requirements, and as a result is no longer able to perform the inherent requirements of the job, they may no longer be employed as Home Support Workers. There are no guarantees that alternative work will be found at Council.
- 14.5 Employees, who no longer hold a current motor vehicle driving licence and as a result may no longer be able to perform the inherent requirements of the job, will need to review their employment status. Management will review the situation, depending on the circumstances.

15. Redundancy Entitlements

- 15.1 A lump sum payment of \$6,000 (pro-rata for part time employees), or \$4500 whichever is greater will be paid. This clause replaces Schedule 3, clause 2.3 of the Agreement.
- 15.2 Severance pay will be calculated on the basis of three (3) weeks for each year of service (pro-rata) to a maximum of 52 weeks. Hours worked will be averaged over the previous three (3)

years' service. Where an Employee has not worked for three (3) years with Council, hours will be calculated on total hours worked (averaged). This clause replaces Schedule 3, clause 2.2.

15.3 All other redundancy entitlements are provided for in Schedule 3 of the Agreement.

SCHEDULE 10: Local Area Agreement – Compliance

1. Introduction and general information

- 1.1. This schedule applies to Parking, City Compliance and Animal Management Units of the Compliance & Environmental Health Department.

Section A: Compliance & Environmental Health Department Officers

2. Definitions

Term	Definition
Appropriate Qualification	Means the Certificate IV in Government (Statutory Compliance) and/or Certificate IV in Animal Control and Regulations and/or other similar qualification to meet the operational requirements of the Department

3. Hours of Work

- 3.1. Spread of Hours
The spread of hours within which to allocate an ordinary shift shall be 7:00am to 7:00pm on any day from Monday to Friday (except public holidays).
- 3.2. Maximum hours
An Officer may be required to work a reasonable amount of overtime in any one (1) week (reasonable overtime means not in excess of 12 hours per week). Overtime in excess of 12 hours per week maybe worked on an as needs basis by mutual agreement (i.e. emergencies, Council functions etc.).
With 24 hours prior notification, an officer may substitute their rostered overtime with another officer subject to the mutual consent of both Officers and acceptance by Management.

4. Rosters

- 4.1. Management will issue an ordinary work hour's roster, an 'on-call' duty roster and an overtime hour's roster for all Officers.
- 4.2. Officers daily and weekly hours of duty, both ordinary hours and/or overtime, will be conducted in accordance with the rosters.
- 4.3. Officers will be rostered for 'on-call' and 'overtime' in a manner that ensures an equal workload for all officers.
- 4.4. Allocated work times shall be worked and paid at the appropriate overtime penalty rate.

5. Uniforms

- 5.1. Officers will be provided with a standard uniform which will be replaced annually or as fair wear and tear or damage/loss occurs. Items include but are not restricted to:
 - a. Trousers
 - b. Shirts
 - c. Jumpers
 - d. Footwear
 - e. Headwear
 - f. Jackets

Officers will be provided with wet/cold weather/protective safety clothing as determined by the Manager Compliance & Environmental Health in consultation with staff to meet the operational requirement of keeping staff safe and comfortable at work

6. Induction of new staff

- 6.1. Before an Officer commences working alone in the field, an experienced, permanent officer will complete an appropriate role-specific induction as deemed appropriate by management.
- 6.2. This induction is intended to ensure the new officer is made aware of safety risks they may encounter and is familiarised with the various safety and work systems that are in place. New officers will also be provided with all appropriate safety and work-related equipment.

7. Motor vehicles

- 7.1. Any Officer employed at 0.8FTE or higher shall have commuter use of a Council motor vehicle. Any other employee will have commuter use of a Council motor vehicle subject to Council policy and procedure

SCHEDULE 11: Classification Definitions

1. Classification Principles

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.

1.1. Minimum Classifications

A position requiring a professional engineering qualification recognised by the Institute of Engineers Australia	Band 5 Level A
A position requiring the exercise of duties by an Experienced Engineer (as defined below)	Band 6 Level A
Employees other than Physical/ Community Services Employees	Band 2 Level C
Trainee child care workers without qualifications	Band 1 Level D
Child care worker on completion of the trainee year	Band 2 Level A
Director of a child care centre	Band 6 Level A

- 1.2. An Experienced Engineer means a professional engineer who is required, during the performance duties to exercise duties that require the Employee to:
- be a member of the Institute of Engineers Australia (the Institute); or
 - have graduated in a four year or a five year course at a University recognised by the Institute and have four years' experience in professional engineering duties since becoming a qualified engineer; or
 - having not graduated, have five years of such experience.

1.3. Maximum Classifications

Employees in the following categories will not be eligible to progress beyond the maximum progression level, as per the table below, unless new skills are acquired and utilised.

Employment Category	Maximum Progression Level
Employees engaged to drive vehicles	0 – 4.5 tonnes GCM = Band 1 Level D
	Over 4.5 – 13.9 tonnes GCM = Band 2 Level A
	Over 13.9 – 22.4 tonnes GCM = Band 3 Level A
	Over 22.4 tonnes GCM – Band 3 Level B
Home Support Workers	Band 2 Level B

2. EMPLOYEE BAND 1

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 the utilisation of a range of basic skills.
- Works under routine supervision either individually or in a team environment.

- c. Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
- d. Is responsible for the quality of their work.
- e. Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

2.2. 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.

2.3. Specialist knowledge and skills

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

- a. Safe and competent operation of light mechanical plant.
 - b. Safe and competent driving of vehicles up to 4.5 tonne GCM.
 - c. The undertaking of semi-skilled work.
 - d. Assistance to skilled Employees.
 - e. Basic horticultural maintenance not requiring any advanced botanical knowledge.
 - f. Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
 - g. Food and Beverage Attendant.
 - h. Kitchen Assistant.

2.4. 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.

2.5. 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:

- a. Basic construction and maintenance work.
- b. Introduction to basic horticulture.
- c. Communication skills including radio procedures.
- d. Recreation Centre maintenance.
- e. Basic concreting and bitumen work. Or relevant experience/on-the-job training commensurate with the requirements of the work in this Band.

3. EMPLOYEE BAND 2

A position in this Band has the following job characteristics:

3.1. Accountability and extent of authority

- a. An Employee in this Band performs broad tasks involving utilisation of developed skills.
- b. Works in a team environment or works individually under routine supervision.
- c. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- d. May assist others in the supervision of work of the same or lower band.

- e. Is responsible for assuring the quality of work performed.
- f. Employees in this Band may provide on-the-job training based on their skill and experience

3.2. Judgement and decision making

- a. In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.
- b. 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.

3.3. Specialist knowledge and skills

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

- a. Safe and competent operation of medium mechanical plant.
- b. Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- c. Safe and competent handling and use of explosives.
- d. Concrete work, e.g. Floater.
- e. Pipelaying to line and grade from a plan.
- f. Control of a store.
- g. Estimating and ordering materials.
- h. Capable of working to a plan.
- i. Basic Administrative/Professional skills.
- j. Assist in the operation of a Water/Waste Water Treatment Plant.
- k. 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.
- l. 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).
- m. Cashier/Pool Attendant.
- n. Cook (non-trades).
- o. Implement an early childhood programme under direct supervision.

3.4. 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.

3.5. 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:

- a. Licence or certification in explosives handling.
- b. Advanced construction and maintenance.
- c. Basic VDU operation.
- d. Advanced horticultural course.
- e. Communication skills including radio operation.
- f. Inventory control.

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

4. EMPLOYEE BAND 3

A position in this Band has the following job characteristics:

4.1. Accountability and extent of authority

Physical/Community Services Employees

- a. Employees perform work under general supervision.
- b. Employees in this Band have contact with the public or other Employees which involves explanations of specific procedures and practices.
- c. Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 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.

All Other Employees

- a. These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior Employees.
- b. The work is performed within specific guidelines and under general supervision.
- 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.
- d. Nevertheless, Employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- e. Outcomes of work are readily observable.
- f. The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

4.2. Judgement and decision making

Physical/Community Services Employees

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

All Other Employees

- a. 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.

4.3. Specialised knowledge and skills

Physical/Community Services Employees

These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaptation.

Indicative but not exclusive of the skills required of an Employee in this Band include:

- a. Understanding and application of quality control techniques
- b. Performance of trades and non-trade tasks incidental to the work
- c. Provision of trade guidance and assistance as part of a work team
- d. Provision of formal training programmes in conjunction with supervisors and trainers
- e. Supervisory skills
- f. Safe and competent operation of Heavy Mechanical Plant
- g. Safe and competent driving of Vehicles over 13.9 tonnes
- h. GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only)
- i. 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
- j. Cook

All Other Employees

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

4.4. Management skills

Physical/Community Services Employees

- a. Some positions in this Band are at the "work face", others involve first line supervision of Employees at the "work face".
- 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.

All Other Employees

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

4.5. Inter-personal skills

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.

All Other 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.

4.6. Qualifications and experience

Physical/Community Services Employees

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

- a. Trade Certificate or equivalent.
- b. 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.

All Other Employees

- 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.
- b. With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

5. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

5.1. Accountability and extent of authority

Physical/Community Services Employees

- a. They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- b. Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- c. Positions in this Band provide direction, leadership and on-the job training to supervised Employees or groups of Employees.
- 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.

All Other Employees

- 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.
- 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.
- c. Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 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.

5.2. Judgement and decision making

Physical/Community Services Employees

- 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.
- b. For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives
- c. Guidance and counsel are always available within the time available to make a choice.

All Other Employees

Employees in this Band require:

- 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.
- b. Guidance and advice are always available within the time available to make a choice.

5.3. Specialist knowledge and skills

Physical/Community Services Employees

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. Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

Indicative but not exclusive of the skills required of an Employee in this Band include:

- a. Highly skilled horticultural work.
- b. Safe and competent operation of Very Heavy Mechanical Plant.

All Other Employees

Employees in this Band require:

- a. An understanding of the relevant technology, procedures and processes used within their operating unit.
- 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.
- 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.

5.4. Management skills

Physical/Community Services Employees

- a. Some positions in this Band are at the "work face" while others involve supervision of Employees or groups of Employees.
- b. All Employees at this level should have sufficient freedom to plan their work at least a week in advance.

- c. Where supervision is part of the job, it is expected that the supervisor will assist other Employees in their tasks where required.
- d. Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised Employees.

All Other Employees

- 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.
- b. All positions necessitate skills in managing time and planning and organising one's own work.

5.5. Inter-personal skills

Physical/Community Services Employees

- 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.
- b. Employees in this Band may also be expected to write reports in their field of expertise.

All Other Employees

- 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.
- b. Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

5.6. Qualifications and experience

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.

All Other Employees

- a. The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- 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.

6. EMPLOYEE BAND 5

A position at this level has the following characteristics:

6.1. Accountability and extent of authority

Physical/Community Services Employees

- 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.

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.

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.

All Other Employees

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.

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.

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.

d. 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.

6.2. Judgement and decision making

Physical/Community Services Employees

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.

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. Guidance and counsel may be available within the time available to make a choice.

All Other Employees

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. The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.

b. Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

- c. Guidance and advice would usually be available within the time required to make a choice.

6.3. Specialist knowledge and skills

Physical/Community Services Employees

- a. Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 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.
- 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.
- d. Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

All Other Employees

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

6.4. Management skills

Physical/Community Services Employees

- 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.
- 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.

All Other Employees

- 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.
- 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.

6.5. Interpersonal skills

Physical/Community Services Employees

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

All Other Employees

- 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.
- b. Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

6.6. Qualifications and experience

Physical/Community Services Employees

- 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.
- 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.

All Other Employees

- a. The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
- 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.

7. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

7.1. Accountability and extent of authority

- a. Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- b. 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.

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 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.

d. 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.

e. Many positions in this Band would have a formal input into policy development within their area of expertise and/or management. 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.

7.2. 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.

7.3. Specialist knowledge and skills

- a. Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- b. 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.
- c. Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

7.4. Management skills

- a. 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.
- b. 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 Employee's development.

7.5. Inter-personal skills

- 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 defined activities and in the supervision of other Employees.
- b. 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.

7.6. Qualifications and experience

- a. The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- b. 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.

8. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

8.1. Accountability and extent of authority

- a. Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- b. In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- c. 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.
- d. 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.
- e. All positions in this Band would have an input into policy development within their area of expertise and/or management.
- f. 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.

8.2. Judgement and decision making

- a. 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.
- b. 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.

8.3. Specialist knowledge and skills

- a. These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.

- b. 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.
- c. 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.
- d. Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

8.4. Management skills

- a. 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.
- b. 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.

8.5. Inter-personal skills

- 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 broadly defined activities and to motivate and develop Employees.
- b. 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.

8.6. Qualifications and experience

- a. The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- b. 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.

9. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

9.1. Accountability and extent of authority

- a. Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- b. 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.

c. 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.

d. 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 Council 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.

9.2. 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 Council.

9.3. Specialist knowledge and skills

a. 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.

b. 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.

c. A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

9.4. Management skills

a. 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.

b. Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

9.5. 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.

9.6. Qualifications and experience

- a. 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.
- b. 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.
- c. Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

PART B
Nurses (ANMF – Victorian Local Government)
Award 2015

PART B: Nurses (ANMF – Victorian Local Government) Award 2015

PART 1 – APPLICATION AND OPERATION

2. TITLE

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

3. COVERAGE

This award is binding upon all employers established as a “Council” under the Local Government Act 1989 (Vic), in respect of all employees in the classifications listed in clause 14. However, this award does not apply to any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

4. COMMENCEMENT

- 4.1 This award commences on 20 July 2015.
- 4.2 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

5. DEFINITIONS

- 5.1 In this award, unless the contrary intention appears:

Act means the Fair Work Act 2009

AHPRA means the Australian Health Practitioner Regulation Agency

Basic training means training for registration as a Registered nurse

Commission means the Fair Work Commission

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

- 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

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

Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire

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

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

MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth)

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

NMBA means the Nursing and Midwifery Board of Australia

Standard rate means the rate defined in clause 15—Minimum weekly wages uniform means such apparel as may be required by the employer

Victorian Referral means the Fair Work (Commonwealth Powers) Act 2009 (Vic) and any legislation that amends, repeals or replaces that legislation

- 5.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

6. ACCESS TO THE AWARD AND THE NATIONAL EMPLOYMENT STANDARDS

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

7. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AWARD

The NES and this award contain the minimum conditions of employment for employees covered by this award. Clause 7 does not apply to any minimum conditions in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

8. AWARD FLEXIBILITY

- 8.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- a. arrangements for when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances; and
 - e. leave loading.
- 8.2 8.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 8.3 The agreement between the employer and the individual employee must:
- a. be confined to a variation in the application of one or more of the terms listed in clause 8.1; and

- b. result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 8.4 The agreement between the employer and the individual employee must also:
 - a. be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b. state each term of this award that the employer and the individual employee have agreed to vary;
 - c. detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - d. detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - e. state the date the agreement commences to operate.
- 8.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 8.6 Except as provided in clause 8.4a the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 8.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8 The agreement may be terminated:
 - a. by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - b. at any time, by written agreement between the employer and the individual employee. Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).
- 8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

PART 2—CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION

- 9.1 Consultation regarding major workplace change
 - a. Employer to notify
 - i. Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

- ii. Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- b. Employer to discuss change
 - i. The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1a the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - ii. The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1a.
 - iii. For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9.2 Consultation about changes to rosters or hours of work

- a. Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
 - b. The employer must:
 - i. provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - ii. invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - iii. give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
 - c. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
 - d. These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.
- 9.3 Clause 9 does not apply to consultations about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

10. DISPUTE RESOLUTION

- 10.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 10.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 10.7 Clause 10 does not apply to disputes about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

PART 3—EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

11. TYPES OF EMPLOYMENT

11.1 Employment categories

Employees under this award will be employed in one of the following categories:

- a. full-time;
- b. part-time; or
- c. casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee’s skill, competence and training, consistent with the respective classification.

11.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 20.1 of this award.

11.3 Part-time employment

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

11.4 Casual employment

- a. A casual employee is an employee engaged as such on an hourly basis.
- b. A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- c. A casual employee will be paid a minimum of two hours pay for each engagement.
- d. A casual employee will be paid shift allowances calculated on the minimum rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

12. REDUNDANCY

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- a. An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- c. This entitlement applies instead of clause 13.3.

12.5 Clause 12 does not apply in relation to redundancies in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

13. TERMINATION OF EMPLOYMENT

13.1 Notice of termination is provided for in the NES.

13.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

13.3 Job search entitlement

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

PART 4—WAGES AND RELATED MATTERS

14. CLASSIFICATIONS

14.1 A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 15:

- a. Maternal and child health nurse;
- b. Immunisation nurse.
- c. Maternal and Child Health Nurse Coordinator.

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

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

14.4 Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a Maternal and child health nurse coordinator and paid at the relevant rate of pay contained in this Award.

15. MINIMUM WEEKLY WAGES

15.1 Minimum wages

Classification	\$ per week
<i>Maternal and child health nurse</i>	
1st year of experience	1249.60
2nd year of experience	1275.40
<i>Immunisation nurse</i>	
1st year of experience	1155.10
2nd year of experience	1174.50

Maternal and Child Health Nurse Coordinator	1367.30
Standard rate (for allowance purposes only)	920.80

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

16. PAYMENT OF WAGES

- 16.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 16.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 16.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

17. HIGHER DUTIES

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

18. ALLOWANCES

18.1 Adjustment of expense related allowances

- a. At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- b. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

18.2 On call allowance

- a. An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
- i. between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;
 - ii. between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or
 - iii. between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.
- b. For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

18.3 Travelling, transport and fares

- a. An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- b. When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- c. Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.3b which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

18.4 Clothing and equipment

- a. Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- b. Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- c. The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

18.5 Meal allowances

- a. An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment as follows:
 - i. when required to work overtime beyond one hour after the usual finishing hour of work, or in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - ii. provided that where such overtime work exceeds four hours a further meal allowance of \$11.37 will be paid.
- b. Clause 18.5a will not apply when an employee could reasonably return home for a meal within the meal break.
- c. On request the meal allowance will be paid on the same day as overtime is worked.

18.6 Higher qualifications allowance

- a. In addition to the weekly salaries (pro rata for part-time, casual and relieving employees) a Registered Nurse (Division 1) who holds a Hospital Certificate/Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate	4% of the standard rate
Post Graduate Diploma or	6.5% of the standard rate
Masters or Doctorate	7.5% of the standard rate

- b. A nurse may only claim payment for one allowance, being the highest qualification held.
- c. The above allowance shall be paid during all periods of leave.

18.7 Shift allowance

- a. Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- b. Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- c. The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- d. For the purposes of this clause:
 - i. Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - ii. Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- e. The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 24—Saturday and Sunday work and clause 29—Public holidays applies.

18.8

19. SUPERANNUATION

19.1 Superannuation legislation

- a. Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- b. The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.3 Voluntary employee contributions

- a. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same

superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.

b. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

19.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3a or b to one of the following superannuation funds or its successor:

- a. First State Super;
- b. Health Employees Superannuation Trust of Australia (HESTA);
- c. any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- d. a superannuation fund or scheme which the employee is a defined benefit member of.

19.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3a or b:

- a. Paid leave—while the employee is on any paid leave;
- b. Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - i. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - ii. the employee remains employed by the employer.

PART 5—HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

20. ORDINARY HOURS OF WORK

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

- 20.5 The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

21. REST BREAKS BETWEEN ROSTERED WORK

- 21.1 An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

22. ACCUMULATION AND TAKING OF ACCRUED DAYS OFF (ADOS)

- 22.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 20—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 22.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- 22.3 An employee will be paid for any accumulated ADOs, at minimum rates, on the termination of their employment for any reason.

23. ROSTERING

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

24. SATURDAY AND SUNDAY WORK

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

25. OVERTIME

25.1 Overtime penalty rates

- a. Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 20—Ordinary hours of work, are to be paid as follows:
- i. Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - ii. Sunday—double time; and

iii. Public holidays—double time and a half.

b. Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 24—Saturday and Sunday work and clause 18.7—Shift allowance.

c. Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 25.1.

25.2 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.

25.3 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

25.4 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

25.5 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.

25.6 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.

26. SUMMER TIME

- 26.1 Notwithstanding anything contained elsewhere in this award, whereby reason of legislation Summer time is prescribed as being in advance of the standard time, the length of any shift:
- a. commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer time period; and
 - b. commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer time period;
- shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed pursuant to the legislation
- 26.2 In this clause standard time and Summer time shall bear the same meaning as are prescribed by legislation and legislation shall mean the Summer Time Act 1972, as amended or substituted.

PART 6—LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

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

27.1 Quantum of annual leave

- a. In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions
- b. For the purpose of the additional week’s annual leave provided by the NES, a shift worker is defined as an employee who:
 - i. is regularly rostered over seven days of the week; and
 - ii. regularly works on weekends.
- c. To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 27.1b above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 27.1b above is entitled to six weeks of paid annual leave for each year of service with their employer

27.2 Quantum of annual leave

- a. Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.
- b. An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

27.3 Payment for annual leave

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

27.4 Annual leave loading

- a. In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay on a maximum of 152 hours/four weeks annual leave per annum
- b. Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:
 - i. an annual leave loading of 17.5% of ordinary pay; or
 - ii. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

27.5 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave

27.6 Christmas closedown

In addition to the annual leave prescribed by this award, where a maternal and child health care centre is not open on the days during the period between Christmas Day and New Year's Day an employee is entitled to be absent from the centre on such days without deduction of pay.

28. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

28.1 Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.

28.2 Amounts of paid personal/carer's leave

An employee is entitled to the following amount of paid personal/carer's leave:

- a. up to 121 hours and 36 minutes annually in the first year of service (inclusive of the employee's NES entitlement);
- b. up to 136 hours and 48 minutes in each year in the second, third and fourth years of service (inclusive of the employee's NES entitlement);
- c. up to 190 hours in the fifth and following years of service (inclusive of the employee's NES entitlement).

28.3 Compassionate leave entitlement

- a. An employee is entitled to four days' of paid compassionate leave per occasion.
- b. Each day or part of a day used under this sub-clause is deducted from the amount of personal/carer's leave after the first two days of absence

29. PUBLIC HOLIDAYS

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

29.2 Payment for work done on public holidays

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

on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 29.2a.

29.3 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday

29.4 Public holidays occurring on rostered days off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

29.5 Accrued days off on public holidays

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

29.6 Additional leave days by mutual agreement

a. In lieu of being paid double time under clause 29.2a, where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.

b. Payment for any days taken as leave, accrued in accordance with clause 29.5 shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.

c. The taking of any additional days accrued as leave in accordance with clause 29.5 shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.

d. Any untaken additional days accrued as leave in accordance with clause 29.5 shall be paid out to the employee upon termination of employment.

e. Provided that any additional days accrued as leave in accordance with clause 29.5 shall not be considered annual or personal/carer's leave for any purpose.

30. CEREMONIAL LEAVE

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

PART 7—ACCIDENT PAY

31. ACCIDENT PAY

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

- 31.1 An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2014 (Vic).

- 31.2 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the Workplace Injury Rehabilitation and Compensation Act 2014 (Vic) and the employee's appropriate 38 hour award rate; or in the case of a part-time employee, the pro rata award rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award or pro rata rate for that period.
- 31.3 An employer will pay or cause to be paid accident pay as defined in clause 31.2, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.
- 31.4 The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 31.5 In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the employer to pay accident pay will cease from the date of such redemption
- 31.6 Notwithstanding the provisions of this clause:
- a. the liability to pay accident pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 39 weeks whichever is the lesser period.
 - b. where an employee has given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.