

# Alpine Shire Council Enterprise Agreement 2023

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## Title

This Agreement shall be known as the Alpine Shire Council Enterprise Agreement 2023

## Arrangement

This Agreement is arranged as follows:

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## Part A: Alpine Shire Council Enterprise Agreement 2023

### Section 1: Terms of agreement

#### 1. Title

This agreement shall be known as the Alpine Shire Council Enterprise Agreement 2023.

#### 2. Negotiation Principle

In negotiating the Alpine Shire Council Enterprise Agreement 2023 there will be no trade offs or reduction of Alpine Shire Council Enterprise Agreement 2020 terms and conditions, unless expressly agreed.

#### 3. Aims of this agreement

The aim of this Agreement is to provide an effective and enabling suite of initiatives specifically designed for the Alpine Shire Council workplace that will allow the parties to achieve best value in service delivery.

This agreement is based upon the following principles:

<b>Commitment</b>	<p>In signing this Agreement, all parties commit to the shared responsibilities of:</p> <ul style="list-style-type: none"> <li>• achieving objectives stipulated in the Council Plan; and</li> <li>• delivering high level customer service which is aligned to; <ul style="list-style-type: none"> <li>– Council’s Customer Service Charter; and</li> </ul> </li> <li>• respect for our colleagues, stakeholders and the organisation.</li> </ul>
<b>Equity</b>	<p>The Agreement must be equitable amongst staff and be relative to staff working in other comparable Councils.</p> <p>Council is committed to the principles of pay equity as contained the Victorian Government’s Pay Equity and Productive Workplaces in Local Government Report.</p>
<b>Wage Improvement</b>	<p>The Agreement must bring with it an improvement in present wages and consistently pay above Part B of this Agreement.</p>
<b>Win-Win</b>	<p>The parties to this Agreement are committed to good industrial relations based upon consultation and goodwill. Both Council and staff must benefit from the Agreement. Council will benefit through implementation of productive and flexible work practices, and staff will benefit from monetary rewards and improved conditions.</p>

## 4. Date and Period of Operation

This Agreement shall operate seven (7) days from the date of approval by the Fair Work Commission and nominally expire on the 30 June 2026. Negotiations for the next Agreement will begin no later than three (3) months prior to the expiry of this Agreement.

## 5. Definitions

Reference	Definition
Agreement	Alpine Shire Council Enterprise Agreement 2023.
Allopathic Medicine	Western medicine, mainstream medicine, orthodox medicine, regular medicine and biomedicine.
Availability	For the purposes of clause 18.8, applies to all employees and means that the designated employee must be continuously available for the specified purpose.
Award	Where the term "Award" is used, this may refer to one of the following: <ul style="list-style-type: none"> <li>• <i>Victorian Local Government Award 2015</i></li> <li>• <i>Nurses (ANMF-Victorian Local Government) Award 2015</i> (also referred to as "Part B")</li> </ul>
Best Practice	Achieving the highest standards in all aspects of the Council's operations including efficiency and effectiveness, quality of service provision, employment security, job satisfaction, career paths and involvement of employees in decision making.
Business	Includes trade, process, business or occupation and includes part of any such business.
CEO	The Chief Executive Officer or any such person temporarily holding that position of the Alpine Shire Council.
Compulsory/Occupational Development	Where an employee is required by Council to undertake specific training in order to meet internal or occupational health and safety requirements.
Consultation	Discussion and exchange of information between the relevant parties to achieve an acceptable outcome.
Contactable	Means that the employee must be available at the required times and able to receive and respond to all contacts and respond for duty or work instructions and take appropriate follow up action.
Continuous Service	Means continual employment, either full time or part time. The period of time is calculated excluding any

Reference	Definition
	<p>unauthorised absence; leave without pay; unpaid sick leave of greater than one (1) month; unpaid sick leave where any remuneration of any kind is payable by another employer; and any period where the employee receives, or is entitled to receive, workers compensation.</p> <p>The absences mentioned in this clause will delay the completion of a year of continuous service but will not break an employee's service.</p>
Council	The Alpine Shire Council.
Fit for work	Means, for the purposes of clause 18.8, that an employee is in a state (physical and psychological) which enables them to perform emergency management responsibilities competently, and in a manner, which does not create a risk to their health and safety and/or the health and safety of others. This includes that the employee is not adversely affected or impaired by the use of alcohol or other drugs, nor exposed to hazards arising from fatigue.
FWC	Fair Work Commission
Gross Combination Mass (GCM)	The total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.
Holistic Medicine	Sometimes termed alternative medicine or natural medicine. This type of health care involves a whole mind-body approach to health emphasising preventative medicine.
Immediate Family Member	<p>A spouse or former spouse (including a de facto and a former de facto spouse) or partner of the employee (including same sex partner).</p> <p>A child or an adult child (including adopted child, a stepchild, a foster child or an unborn child), parent, grandparent, grandchild or brother/sister of the employee or the employee's spouse or partner.</p>
Indoor employees	<p>Are employees whose classification is defined by Band 3 to 8 in accordance with Appendix 2- Classification Definitions and includes Library Employees and Recreation Centre Officers.</p> <p>Such employees were previously referred to as "Employees other than Physical/Community Services Employees" as defined in the former <i>Victorian Local Authorities Award 2001</i>.</p>

Reference	Definition
Irregular casual employee	A casual employee who has been engaged to perform work on an occasional or non- systematic or irregular basis.
MCH Nurse	Maternal and Child Health Nurse.
NES	National Employment Standards as set out in Part 2-2 of the <i>Fair Work Act 2009</i> (Cth).
Outdoor employees	Are employees whose classification is defined by Band 1 to 5 in accordance with Appendix 2 – Classification Definitions. Such employees were previously referred to as “Physical/Community Services Employees” as defined in the former <i>Victorian Local Authorities Award 2001</i> .
Personal Development	Where the employee chooses to undertake professional or occupational study to enhance his or her knowledge, with flow on benefit to Council.
Pool employees	Are employees engaged by Council performing work at a swimming pool in the role of Lifeguard (Supervised), Learn to Swim Instructor, Lifeguard (Supervising) or Lifeguard Team Leader.
PPE	Personal Protective Equipment.
Recreation Centre	An establishment at which one or more, or any combination, or all of the following are provided: swimming pool(s), sport centre(s), leisure centres(s), visitor information centre(s) or other municipal centre(s) providing physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.
Redundancy	A situation where a position in Council’s organisation structure no longer exists
Retrenchment	The compulsory termination of the service of an employee for the reason that in the opinion of the CEO: <ul style="list-style-type: none"> <li>• The employee’s service is not necessary; or</li> <li>• Their position is redundant; or</li> <li>• The work for which the employee was engaged has finished (except in the case of the expiration of a contracted period of service or completion of a contracted task); or</li> <li>• The quantity of work has diminished and has rendered necessary a reduction in the number of employees.</li> </ul>



Reference	Definition
Service (for the purpose of redundancy)	Means continuous service by an employee with a Victorian municipality. However, where there has been an interruption of more than twelve (12) months between such periods of employment, or where any retrenchment payments have been made in respect of previous service, any period prior to that interruption or payment shall be disregarded.
Shiftworker (for the purpose of the National Employment Standards)	For all employees other than Nurses, the definition of a shiftworker will be as per clause 23.2 of the <i>Victorian Local Government Award 2015</i> .  For Nurses the definition of a shiftworker will be as per clause 26.1 (b) of the <i>Nurses (ANMF – Victorian Local Government) Award 2015</i> .
VLGA	Means the <i>Victorian Local Government Award 2015</i> .

## 6. Interpretation of Agreement

This Agreement replaces the Alpine Shire Council Enterprise Agreement 2020.

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

In relation to employees whose employment is covered by the *Nurses (ANMF – Victorian Local Government) Award 2015*, the provisions of Part A shall be read and applied in conjunction with the provisions of Part B. Where there is any inconsistency between Part A and Part B, the provisions of Part A shall prevail.

The provisions in the Appendices to this Agreement form part of this Agreement. In the event there is an inconsistency between the provisions of the Agreement and Appendices 5 and 6, the provisions of the relevant Appendix shall prevail to the extent of any inconsistency.

The Alpine Shire Council Enterprise Agreement 2020 consolidated existing entitlements for all employees other than MCH Nurses, as contained in the Alpine Shire Council Enterprise Agreement 2016. It was not intended that any employee suffer the loss of an entitlement they received prior to the consolidation process. Council commits to honouring any entitlement or condition that was contained in the 2016 Agreement that has been unintentionally removed or altered that results in a disadvantage to employees to whom this Agreement applies. This commitment will not in any way inhibit any party from making claims in future rounds of enterprise bargaining.

## 7. No Extra Claims

The parties undertake that for the term of the Agreement the parties shall not make further claims.

## 8. Parties Bound

This Agreement shall be binding on:

- The Alpine Shire Council (Council);
- All employees of the Alpine Shire Council, excluding the CEO;
- The Australian Services Union; and
- The Australian Nursing and Midwifery Federation.

## 9. Posting of Agreement

A copy of this Agreement will be made available to all employees whose employment is covered by it.

Where an employee has access to a computer it shall be sufficient compliance to make an electronic copy of the Agreement available.

Hard copies of the Agreement will be made available at all work locations.

## 10. Obligations of the Council

Before deciding to outsource any services, Council will consider all alternatives. Retention of inhouse service being the primary objective. Outsourcing of services will be a last resort and will only be undertaken after affected employees have been subject to a consultation process as required by clause 27 of this Agreement.

To meet the commitments made in the Agreement, the Council will promote an organisational culture based upon:

- Consultative management based on open communication, mutual trust, respect and cooperation;
- Effective work organisation and workplace flexibility focused on optimum productivity and high standards of customer service;
- Support for staff in improving their productivity;
- The provision of off-job and on-job training as required;
- Appropriate rewards for performance;
- Equal opportunity for development and promotion for all employees; and
- Creating and maintaining a healthy and safe environment with workplace design and maintenance practices which minimise hazards in the workplace.

## Section 2: Salary Matters

### 11. Classifications

Employees will be classified in accordance with the classification definitions and banding set out Appendix 2 – Classification Definitions.

### 12. Rates of Pay

Employees will be paid rates of pay in accordance with Appendix 1 – Salary Schedules.

### 13. Junior Employees

A junior employee classified in accordance with the definitions of Bands 3 to 5 (as an Indoor Employee) will be paid a minimum weekly salary according to their 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%

### 14. Trainees

A trainee will be paid at the minimum equivalent hourly rate contained in Schedule D of the *Victorian Local Government Award 2015* (as varied), plus \$1 per hour. All other terms and conditions for trainees will be as per this Agreement.

### 15. Apprentices

#### 15.1 JUNIOR APPRENTICES

The minimum rate of pay applicable to junior apprentices shall be based on a percentage of the rate of pay applicable to an employee on Band 3A of the Agreement plus industry allowance, which shall apply to apprentices directly employed by Council and those employed under any Group Apprenticeship Schemes or similar scheme for the period of time they are employed by Council.

4 Year Apprenticeships	3 Year Apprenticeships
1st Year – 50% of Band 3A	1st Year – 50% of Band 3A
2nd Year – 60% of Band 3A	2nd Year – 70% of Band 3A

4 Year Apprenticeships	3 Year Apprenticeships
3rd Year – 75% of Band 3A	3rd Year – 90% of Band 3A
4th Year – 90% of Band 3A	

The parties recognise that Council is under no obligation to retain apprentices upon completion of their apprenticeship.

## 15.2 ADULT APPRENTICES

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

## 15.3 TRADE QUALIFICATIONS

Trade qualification will be classified as a Band 4 characteristic within any position description.

## 15.4 SCHOOL-BASED APPRENTICES

A school-based apprentice is an employee who is undertaking an apprenticeship while also undertaking a course of secondary education.

A school-based apprentice shall be engaged in accordance with the terms and conditions of employment as prescribed in Schedule C of the VLGA as varied. The apprentice will be paid \$5 more per week than the applicable VLGA rate.

## 15.5 SUPPORTED WAGE SYSTEM

The supported wage system will be implemented in accordance with Schedule B of the VLGA as varied by the Fair Work Commission. The minimum amount payable per week will not be less than \$120 per week.

## 16. Quantum and Timing

In consequence of the ongoing commitment of Council and the employees to this Agreement, Council agrees to the following payments.

### 16.1 WAGE INCREASES

Employees employed by Council at or after commencement of this Agreement will receive the following wage increases:

**Year One:** Employees employed on Bands 1 – 8, and Maternal Child Health Nurses and Pool Employees will receive wage increases as detailed in the schedules in Appendix 1, effective from the first full pay period after approval of the Agreement by the FWC, backdated to 1 July 2023.

**Year One:** For all other employees 3.50% increase effective from the first full pay period after approval of the Agreement by the FWC, backdated to 1 July

2023.

**Year Two:** 2.75% (the Rate Cap) or \$28/week (whichever is the greater) effective from the first full pay period on or after 1 July 2024.

**Year Three:** 2.25% or Rate Cap or \$28/week (whichever is the greater), effective from the first full pay period on or after 1 July 2025.

Salary schedules for year three will be produced following publication of the Rate Cap by the Minister for Local Government in December of 2024.

Part time employees will be paid a pro-rata amount.

Remuneration increases for employees engaged on SEO contracts will be set out in their employment contract.

## 17. Superannuation

Council will meet its obligation to pay superannuation under the *Superannuation Guarantee (Administration) Act 1992* and related legislation. Unless, to comply with superannuation legislation, Council is required to make the superannuation contributions provided for in this clause to another superannuation fund that is chosen by the employee, Council must make the superannuation contributions into one of the superannuation funds (or successor funds) as provided in the VLGA.

## 18. Allowances

Unless otherwise stated, allowances will be adjusted annually by the percentage of the wage increase as outlined in clause 16.1.

### 18.1 FIRE WARDEN

An allowance will be paid to one (1) Fire Warden at each Council worksite. Positions will be limited tenure and reviewed annually.

Employees appointed as the Fire Warden shall receive the following allowance:

- Fire warden allowance - \$27.97 per fortnight

### 18.2 FIRST AID QUALIFICATIONS

All employees that may seek to become first aid qualified will be provided basic first aid training, irrespective of whether this is required as part of their role.

Council will be responsible for the cost of the training and will allow reasonable paid time to undertake such training, not inclusive of homework.

### 18.3 STANDBY/ON-CALL ALLOWANCE

Any staff member (indoor or outdoor), who is on-call and part of an ongoing on-call roster, shall receive \$386.82 per week pro-rata for the period that the employee is on-call and pro-rata for part time employees.

This allowance is not subject to an annual increase in line with clause 16.1.

In addition to the Standby/On-call allowance, employees will be eligible for payment for time worked at the appropriate penalty rate with a minimum payment of three (3) hours (indoor or outdoor). Time reasonably spent getting to and from work will count as time worked.

Overtime is paid for Outdoor staff as per Appendix 5 clause 5 and for Indoor staff as per clause 35.5.

## 18.4 OVERTIME MEAL ALLOWANCE

An employee who is;

- a) required to work overtime continuously from their normal working hours if the work extends until after 6:30pm; or
- b) recalled to work overtime in excess of two (2) continuous hours after leaving the place of employment and is required to commence overtime prior to having a meal at a recognised meal time; or
- c) required to work overtime of four (4) consecutive hours on a non-ordinary work day providing the employee is required to return to work following the meal break,

will be provided with an unpaid meal break and a first meal allowance of \$18.79.

An employee who is:

- a) required to work an additional four (4) consecutive hours of overtime after receiving the first meal allowance and provided the employee is required to return to work following the first meal break; or
- b) recalled to work overtime in excess of four (4) 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,

will be provided with a meal break and subsequent meal allowance of \$18.79.

A meal break means an unpaid period of no less than 30 minutes and no more than 45 minutes. For the purposes of this clause, recognised meal times are between noon and 2pm and between 5pm and 7pm.

Council and the employee may mutually agree for the employee to work continuously without a meal break and in such case the employee will still receive the meal allowance.

The meal allowance will not be payable under this clause if an employee can return to their place of residence for the purpose of taking a meal or if Council provides a suitable meal.

The subsequent meal allowance will not be payable under this clause if an employee has been advised the day prior that they are required to work overtime.

## 18.5 HIGHER DUTIES / MULTI-SKILLING

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

Where an employee is directed to carry out work within the employee's classification Band or work of a lower Band or at a higher Band for one day or less, such work will be

performed without reduction in salary. An employee directed to carry out work at a higher classification for more than one day will be paid at the A Level of the higher classification.

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

## 18.6 TRAVEL EXPENSES AND ALLOWANCE

An employee who is required to travel on duty involving overnight accommodation will be entitled to reimbursement of agreed accommodation expenses including the cost of meals and accommodation.

All out-of-pocket expenses reasonably incurred by any employee while travelling on Council's behalf will be paid by Council.

All claims for travel reimbursements must be rendered fortnightly or monthly as directed by Council. Council may require an employee to provide a statutory declaration to support any claim for reimbursement upon request.

If an employee is required to use their own vehicle in or in connection with the performance of their duties, the employee will be paid an allowance for each kilometre of authorised travel equivalent to the Australian Tax Office (ATO) rates.

## 18.7 TOOLS / INSTRUMENTS

If an employee is required to purchase tools and instruments (other than those usually provided by tradespersons) at Council's direction, Council will reimburse the employee for the cost of any tools or instruments.

Council may supply the employee with tools or instruments and if so, reimbursement is not required. Such items remain the property of Council and must be returned by the employee upon request or on cessation of their employment.

## 18.8 EMERGENCY AVAILABILITY ALLOWANCE

This allowance is not subject to an annual increase in line with clause 16.1.

### 18.8.1 Municipal Emergency Management Officer (MEMO), Municipal Recovery Manager (MRM)

This allowance is not subject to an annual increase in line with clause 16.1.

Employees appointed as the Municipal Emergency Management Officer (MEMO) and the Municipal Recovery Manager (MRM) (or successor functions) will be remunerated the amount of \$6,829.06 per annum for undertaking these functions.

### 18.8.2 Emergency Availability Allowance

The Emergency Availability Allowance will be adjusted annually in line with the percentage increase to wage rates specified in clause 16.1.

Employees, including Senior Executive Officers, undertaking the following functions (or successor functions) from time to time according to a roster, will be paid an Emergency Availability Allowance of \$128.91 per week pro-rata for the actual time on roster:

- Deputy Municipal Emergency Management Officer
- Deputy Municipal Recovery Manager/s

These allowances may be annualised on a pro-rata basis calculated on the proportion of time the employee will be rostered to undertake the emergency management role.

Employees being paid the Emergency Availability Allowance must be contactable outside of the normal spread of hours.

The employee must be available, fit for work and able to respond and deal with issue/s. This may involve responding remotely and does not necessarily include actually attending for work.

## 19. Personal Over Agreement Benefits

Any employee who receives a Personal Over Agreement (POA) benefit in addition to the rates specified in Appendix 1 of this Agreement will continue to receive the POA in addition to the rates specified in Appendix 1.

All POAs will be adjusted annually by the same percentage increase applicable to all wages under this Agreement. The increase will take effect at the same time as the wage increase.

In relation to a remuneration package, whilst the makeup of a package may change there will be no change to the overall financial value of a remuneration package.

## 20. Salary Packaging

The Council will endeavour to keep abreast of innovative approaches to salary packaging as determined by the ATO, and in the case of superannuation to the requirements of the nominated superannuation scheme.

The parties agree that the Council will offer all of its employee's salary packaging arrangements. Approval to salary package will only be considered if Council incurs minimal financial or administrative liability. In all cases the written approval of the delegated officer is required to commence or alter salary packaging arrangements.

The Council encourages employees to seek independent financial advice prior to entering into any salary packaging arrangements.

## 21. Annualised Salaries Agreement

By agreement between Council and an employee, an employee may be paid at an annualised rate, which is made of applicable salary rate for the Band level and an additional component. The annualised salary agreement may provide that the provisions of the following clauses do not apply:



- Clause 18 – Allowances
- Clause 18.3 – Standby/On-call Allowance
- Clause 18.5 – Higher duties/Multi-Skilling
- Clause 35 – Overtime
- Clause 35.6 – Time in lieu
- Clause 44.1 – Annual leave loading

The annualised salary must be sufficient to cover what the employee would have been entitled to within the year if all required payments were made. The additional payment may be taken in the form of a non-salary benefit such as an employer provided motor vehicle.

In the event of termination of employment prior to completion of a year, the annualised salary during such period of employment must be sufficient to cover what the employee would have been entitled to if all required payments were made.

The annualised salary agreement must be in writing and must be reviewed on an annual basis.

## 22. Senior Executive Officers

An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified for Bands 1 to 8 in Appendix 2 – Classification Definitions.

An employee classified as a Senior Executive Officer may be employed under a maximum term contract of no more than five (5) years when they are appointed to a position that is remunerated above the high-income threshold, defined in section 333 of the *Fair Work Act 2009*.

Council and a Senior Executive Officer may enter into a salary agreement. The arrangement must be in writing and signed by the parties and provides for:

- an overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all obligations under this Agreement had been met, taking account of the value of the provision of matters not comprehended by the Agreement;
- an annual review of the agreement;
- details of any salary package arrangements;
- details of any other non-salary benefits provided to the employee;
- details of any performance pay arrangements and performance measurement indicators;
- the involvement of an employee nominated representative;
- the salary for the purposes of accident make up pay.

The salary agreement may, subject to the above requirements, specify that the following clauses may not apply:

- Clause 18 – Allowances
- Clause 18.3 – Standby/On-call Allowance
- Clause 18.5 – Higher duties / Multi-Skilling

- Clause 35 – Overtime
- Clause 35.6 – Time in lieu
- Clause 36 – Shift Work
- Clause 44.1 – Annual leave loading

## Section 3: Employment Conditions

### 23. Breast Feeding

Council recognises the rights of employees who are nursing to work in an 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 employees to have breaks to breast feed if the child is in nearby care.

Arrangements between the employee and manager will be made for those employees that work off site.

### 24. Car Parking

Council acknowledges requirement to provide a safe working environment for all employees and agrees to ensure adequately lit car parks are provided at all Council offices and depots.

### 25. Council Vehicles

Employees are required to use Council vehicles for all work-related travel. Employees not assigned a Council vehicle are to use a designated pool vehicle. Council will aim to assess both the volume and location demand for pool vehicles regularly (approximately every 12 months) and relocate or purchase additional vehicles as necessary.

Should an exceptional circumstance arise and the use of a private vehicle is required for work-related travel then the written pre-approval of the CEO, or other delegated officer of Council, is required and the allowance rates in clause 18.6 will apply.

Motorcycles will not be approved to be used for work-related travel.

### 26. Electronic Rights

The parties agree that communication through Council's email, internet and social media systems is limited to authorised business in accordance with Council policies.

Subject to reasonable use, and not in breach of any relevant legislation, employees may access the Council email and internet system to communicate with their workplace representatives and other employees upon work related matters.

### 27. Consultation and Introduction of Change

This clause applies if:

- Council has proposed to make a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise (Major Change); or
- proposes to introduce a change to the regular roster or ordinary hours of work of employees (Rostered Change), (the Change).

Council must notify, in writing, the relevant employees and the employee organisations that have the right to represent the industrial interests of the relevant employees within the following notification times (the Notification Time):

- in the case of a Major Change, when Council has proposed to make a decision to introduce a Major Change; and
- in the case of a Rostered Change, at least one week prior to the Change taking effect.

The relevant employees may appoint a representative for the purposes of the procedures in this term. Council must recognise representatives appointed by an employee or group of employees for the purposes of consultation.

Council's duty to discuss/provide information regarding changes.

As soon as practicable after the Notification Time, Council must discuss with the relevant employees:

- the introduction of the Change; and
- the effect the Change is likely to have on the employees; and
- in the case of Major Change, measures the Council is taking to avert or mitigate the adverse effect of the change on the employees, and

for the purposes of the discussion provide in writing to the relevant employees;

- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

In the case of Rostered Change, Council must also invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, Council is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.

Council must give prompt and genuine consideration to matters raised about the Change by the relevant employees, and, in the case of a Major Change, will advise the relevant employees and their representatives of the Council's final decision following that consideration.

In this clause, a Major Change is likely to have a significant effect on employees if it results in:

- The termination of the employment of employees; or
- Major change to the composition, operation or size of Council's workforce; or to the skills required of employees; or
- The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- The alteration of hours of work; or

- The need to retrain employees; or
- The need to relocate employees to another workplace; or
- The restructuring of jobs.

In this clause, relevant employees means the employees who may be affected by the Change.

## 28. Position Descriptions

Upon engagement, employees will be provided with a position description which will clearly identify as a minimum:

- the accountability and extent of authority of the position;
- the level of judgement and decision making skills required;
- specialist skills and knowledge required to undertake the duties of the position;
- managerial skills;
- interpersonal skills; and
- qualifications and experience required for the position.

Provided that an employee's duties are well reflected by the current position description, the Council shall not alter that position description except with the written consent of the employee. Any changes, alterations or additions to new and existing position descriptions will be by consultation and agreement between the employee and the respective manager. The position description will be reviewed by Council in consultation with the employee at least annually.

## 29. Incidental and Peripheral Duties

An employee may be required to perform duties that are incidental or peripheral to the employee's major task(s).

## 30. Transfer of Business

Where a business or part of a business of Council is transferred to another employer (the transferee), and the employee who at the time of such transfer was an employee of Council elects to become an employee of the transferee, Council will ensure that the terms and conditions of employment paid by the transferee are no less favourable than those applied to the employment with Council.

- In the event of transfer to the transferee, annual leave and long service leave greater than five (5) years but less than ten (10) years can be paid upon request with the proviso that such payment causes a break in the continuity of service for that leave. Alternatively, leave will be transferred to the transferee. Family and accumulated sick leave entitlements to a maximum of twenty (20) days will be transferred to the transferee; and
- The continuity of the employment of the employee is deemed not to have been broken by reason of such transfer.

Where Council declares any positions redundant as a consequence of a transfer of business, the following shall apply to affected employees:

- All reasonable steps will be taken to find suitable alternative employment within Council; and
- At the end of the redeployment process, where no suitable offer of redeployment at the same salary level was available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement.

## 31. Uniforms and Personal Protective Equipment

Where it is required that employees wear a corporate uniform or PPE, then it will be supplied at no cost to the employee and be replaced on an as needs basis by Council. Protective clothing for outdoor workers consists of long sleeve shirts with a collar and long trousers. Where this level of protection is not reasonably practicable, shirts with sleeves at least to the elbow and shorts at least to the knees would be a suitable alternative.

Operations employees who are required to wear PPE will be provided with a complete uniform upon commencement with Council, plus an extra issue comprising of two (2) shirts and two (2) pairs of trousers.

On the basis of uniform provision, a uniform allowance and/or payment for laundering costs shall not apply.

All employees issued with PPE are required to use it according to WorkSafe and relevant legislation and standards. Uniforms and protective clothing provided by Council remain the property of the Council and will be returned by the employee upon resignation or termination of employment.

## 32. Employment Categories

Employees covered by this Agreement will be employed in one of the categories set out in this clause.

Council will notify each employee of their employment on commencement of their engagement.

### 32.1 FULL TIME EMPLOYMENT

A full time employee is an employee engaged to work an average of 38 hours per week.

### 32.2 PART TIME EMPLOYMENT

- a) A part time employee is an employee who:
  - is engaged to work less than the full-time hours of 38 ordinary hours per week;
  - has reasonably predictable hours of work; and
  - receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- b) At the time of engagement, Council and the employee will agree in writing on a regular pattern of work, specifying the hours worked in each day, which days of the

week the employee will work and where practicable the actual start and finishing times each day.

- c) Any agreed variation to the hours of work will be recorded in writing.
- d) Part time employees will be engaged for a minimum of one hour on any shift.
- e) 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 and approved on their timesheet.
- f) Where a part time employee is directed to work hours in excess of their agreed hours, or as varied under clause 32.2(c), such hours will be overtime and paid for at the rates prescribed in clause 35.

### 32.3 CASUAL EMPLOYMENT

A casual employee is an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.

A casual employee will be paid 125% of the hourly rate which a full time employee would receive if that employee was performing the duties. A casual employee will not be entitled to any pro rata paid annual leave, personal/carer's leave or public holidays.

The services of a casual employee may be terminated by either the employee or Council with one (1) day's notice or by the payment or forfeiture of one (1) day's salary.

#### 32.3.1 Minimum Engagement

The minimum engagement period for a casual employee will be two (2) hours for each shift, excepting casual:

- School Crossing Supervisors,
- Swimming instructors,
- Fitness instructors,
- Personal trainers, and
- Cleaners of a location of a total area of no more than 300 square metres,

where the minimum engagement period will be one (1) hour for each shift.

#### 32.3.2 Casual Conversion

A casual employee who has been employed for six (6) months or greater and worked a regular pattern or hours for at least the last six (6) months, and who could continue to work that regular pattern of hours as a permanent employee without significant changes, will be offered casual conversion to a permanent role in accordance with the provisions of the NES.

If the employee disagrees with a Council decision regarding casual conversion, including the rules and requirements for making (or not making) a request or an offer, the dispute will be managed in accordance with Clause 70 – Settlement of Disputes and Grievances.

In the event that Council fails to make an offer to an eligible casual employee, the employee is entitled to request conversion in writing. Council must give a response in accordance with the NES provisions.

## 32.4 TEMPORARY EMPLOYMENT

A temporary employee is an employee who is engaged on either a full time or part time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project or task(s). All temporary or fixed-term engagements must be compliant with Sections 333E-L of the *Fair Work Act 2009*.

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

## 33. Work Practices and Arrangements

### 33.1 INDIVIDUAL WORK PROGRAM

The parties agree to individual forward work programs for full-time employees. The programs will be flexible to meet work requirements, but where possible will be based on a standard 19-day (152-hour) month for full-time indoor employees and a standard 9-day (76-hour) fortnight for full-time outdoor employees. Supervisors will develop, reassess and (re)issue programs every two (2) weeks in advance. Programs will be developed to suit the labour requirements of individual projects, and will clearly set out:

- Days and time of work; and
- Rostered days off; and
- Work scope, activities and performance requirements; and
- Resources, location, etc.

### 33.2 SPAN OF HOURS AND ORDINARY TIME

In accordance with the NES, full time ordinary hours of work, for employees other than MCH Nurses, are 38 hours per week.

The span of ordinary hours are:

- Outdoor Employees (excluding employees appointed under a special engagement per Appendix 5 clause 1) - 6:30am to 6:30pm, Monday to Friday (or by mutual agreement).
- Indoor Employees (excluding Recreation Centre employees) - 8:00am to 8:00pm, Monday to Friday (or by mutual agreement).
- Recreation Centre employees - 5.00am to 10.00pm, Monday to Sunday (5 days).

Subject to clause 35.1, the ordinary hours of work will not exceed 8 ordinary hours in one day (excluding unpaid meal breaks).

The start and finish time of work on any day within the span of hours will be determined by Council according to work requirements from time to time.



An employee's ordinary hours of work may extend beyond the span of hours by agreement between the employee and Council, including earlier start or later finish times.

Following consultation, by written agreement an employee and Council may agree to change an employee's ordinary hours to be worked at any time on any days Monday to Friday. The ordinary hours per week can be an average of 38 hours per week but not exceeding 152 hours in a four-week period. Such agreement may permit the working of at least one (1) late night per week. The agreement may be varied or terminated by either the employee or Council giving one calendar months' notice.

### 33.3 MEAL BREAKS

Employees working 38 hours per week will be entitled to an unpaid meal break of between 30 minutes and one hour as agreed by Council.

### 33.4 ROSTERS AND CHANGES TO ROSTERS

Where an employee works to a roster the ordinary hours of work are the hours specified in the roster for that day.

Employees must be provided with at least 48 hours in advance (unless a lesser period is agreed) of any change to an employee's rostered hours.

Where 48 hours' notice has not been given, the employee will be entitled to overtime rates for the hours worked that were not agreed for that day before it was altered, unless the alteration was:

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

### 33.5 ROSTERED DAYS OFF (RDO)

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

An employee may be required to work on their scheduled RDO on 48 hours' notice. Such employees will do so with no additional payment for the day but will be granted equal time off at a mutually agreed time without loss of pay.

In the absence of 48 hours' notice an employee may agree to work on their RDO subject to the conditions which would have prevailed had 48 hours' notice been given.

Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, the employee will be paid for the hours worked at the appropriate overtime rate.

### 33.6 COMMENCEMENT AND CONCLUSION OF WORK

Work within the Alpine Shire boundary will commence and conclude on site but, travel beyond 30 minutes from an employee's base (depot or office) will be in Council time.

If the employee is required by the supervisor to attend the depot or office on the day of work before attending the worksite, then work commences at that depot or office.

Every effort will be made to provide Council transport to work sites. Supervisors and work group will develop practical travel arrangements for specific projects based on the above principles.

At the direction of Council, an employee may be required to relocate to an alternative place of employment, providing that the direction is:

- within the boundaries of the municipality; and
- reasonable in the circumstances and does not unreasonably disadvantage the employee.

## 34. Maternal and Child Health (MCH) Nurse Specific Conditions

The parties agree to the following conditions which will apply to all MCH Nurses.

### 34.1 RATES OF PAY

Rates of pay for MCH Nurses are contained in Appendix 1 – Salary Schedules.

### 34.2 COORDINATOR ALLOWANCE

The MCH Nurse Coordinator assigned with management of relevant maternal and child health services will receive a 10% coordinators allowance above the applicable MCH Nurse hourly rate for all hours the employee is required to undertake Coordinator work, but in no case for less than 7.6 hours per week and up to a maximum of 22.8 hours per week. Such allowance will form part of the Coordinator base hourly rate and be paid for all purposes.

### 34.3 HIGHER QUALIFICATION ALLOWANCE

Clause 17.6 of Part B will not apply.

In addition to the hourly rates 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:

<b>Hospital Certificate or Graduate Certificate</b>	4% of the applicable MCH Nurse hourly rate.
<b>Post Graduate Diploma or</b>	6.5% of the applicable MCH Nurse hourly rate.
<b>Masters or Doctorate</b>	7.5% of the applicable MCH Nurse hourly rate.

- A nurse may only claim payment for one (1) allowance, being the highest qualification held.
- The above allowance shall be paid during all periods of leave.

### 34.4 ENHANCED MCH PROGRAM ALLOWANCE

MCH Nurses shall be paid an allowance of 5% above the applicable hourly rate when rostered to deliver services as a part of the Enhanced MCH program. Other employees rostered to deliver these services may also be entitled to this allowance subject to approval.

### 34.5 PROFESSIONAL DEVELOPMENT

A forward program for professional development will be prepared to ensure National Registration requirements can be met for each MCH Nurse, having regard to individual professional development needs and service improvement outcomes. Paid leave to attend professional development may be negotiated with the manager in accordance with the education and training provisions of this agreement. Applications for professional development will not be unreasonably withheld.

### 34.6 SCHOLARSHIPS

Subject to approved funding, Council shall offer Registered Nurses with the opportunity to apply for a paid scholarship which is intended to go towards the completion of an accredited post graduate degree in MCH Nursing.

### 34.7 MCH NURSE WORKLOADS

If MCH workloads exceed 120 birth notifications per MCH Nurse enrolled in the current financial year Council will enter into discussions with staff to consider relieving the excess. Possible methods for dealing with the excess would include redistribution of workload and/or increasing the overall FTE of the department. If discussions cannot resolve the workload issue, in accordance with this Agreement, then resolution may be sought as per Clause 70 (Dispute Resolution Procedure).

The parties agree to monitor the statistics every six (6) months and agree to meet as requested by either party.

### 34.8 MCH NURSE LEAVE RELIEF

In recognition of the ongoing needs of its clients in the MCH, Council will endeavour to provide relief for all annual leave and sick leave taken by MCH Nurses in excess of five (5) days subject to availability of relief staff. It shall be management's, rather than the individual's, responsibility to arrange appropriate replacement staff for such leave. In the event that relief staff are unavailable, consultation will take place between management and Council's MCH Nurse Coordinator to alter, reschedule or cancel sessions.

### 34.9 CASUAL CONVERSION

Clause 32.3.2 of Part A in relation to casual conversion applies to eligible casual MCH Nurses.

### 34.10 PROFESSIONAL SUPERVISION

Professional (clinical) supervision will be offered to MCH Nurses. This supervision will be provided by a supervisor of the MCH Nurse's choice, from either within Council or via an external source by agreement between the MCH Nurse, the proposed supervisor and Council.

### 34.11 CLINICAL MENTORING

The Council shall offer new graduate or inexperienced MCH Nurses clinical mentoring and supervision for a maximum period of six (6) months from the date of appointment. The mentoring will be tailored to the needs of the individual and subject to service requirements. Requests by new graduate or inexperienced MCH Nurses for clinical mentoring shall not be unreasonably withheld.

Council will endeavour to provide relief for a MCH Nurse appointed to provide clinical mentoring or supervision to another MCH Nurse, subject to availability of relief staff.

### 34.12 LACTATION NURSES REGISTRATION

Lactation Nurses registration costs will be paid by Council.

### 34.13 BREAKS

MCH Nurses will be entitled to a ten (10) minute morning and afternoon tea break.

### 34.14 LEAVE PROVISIONS

- MCH Nurses will be entitled to annual leave in accordance with clause 26 of Part B.
- MCH Nurses will be entitled to personal leave in accordance with clause 27 of Part B (excluding compassionate leave).
- MCH Nurses will be entitled to bereavement leave in accordance with clause 50 of this Agreement.
- MCH Nurses will be entitled to long service leave in accordance with the *Local Government (Long Service Leave) Regulations 2021 (Vic)* (or successor).
- MCH Nurses will be entitled to parental leave in accordance with clause 52 of Part A of this Agreement.
- MCH Nurses will be entitled to cultural and ceremonial leave, defence force leave, family and emergency leave, leave without pay and family violence leave in accordance with Section 5 of this Agreement.

### 34.15 ORDINARY HOURS

The ordinary hours of work for MCH Nurses are in accordance with clause 19 of Part B.

Clause 33 of Part A of this Agreement does not apply to MCH Nurses.

### 34.16 OVERTIME

MCH Nurses will be entitled to overtime in accordance with clause 24 of Part B.

## 35. Overtime

### 35.1 LOGICAL COMPLETION

Employees, other than MCH Nurses, may work to logical completion, up to ten (10) ordinary hours on any one day, by mutual agreement between Council and the employee provided no more than 76 ordinary hours are worked in any pay period.

### 35.2 OVERTIME

This clause does not apply to employees engaged as:

- Senior Executive Officers,
- Shift workers,
- Special engagement (Outdoor employees),
- MCH Nurses.

This clause also 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 hour or less on each occasion.

### 35.3 REASONABLE OVERTIME

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

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:

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

### 35.4 OVERTIME PROVISIONS

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

- in excess of the employee's ordinary weekly hours as specified in clause 33.2;
- outside of the ordinary working days for the employee as specified in clause 33.2;
- in excess of the maximum ordinary hours on any day provided by clause 33.2.

Overtime rates will only apply to part time and casual employees when the hours performed exceed eight (8) hours 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.

No overtime will be worked without the prior approval of the CEO or other authorised officer of Council, unless the urgency of the work requires such overtime without prior approval.

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.

## 35.5 PAYMENT FOR OVERTIME

Payment of overtime rates for Indoor Employees is as follows:

- Except as otherwise provided, overtime will be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- Overtime on a Saturday will be paid at the rate of time and a half for the first three (3) hours and double time thereafter provided that:
  - there will be a minimum payment for three (3) hours of work for full-time employees; there will be a minimum payment for one (1) hour for part-time
  - there will be a minimum payment for two (2) hours for casual employees, subject to the exclusions in clause 32.3.1.
- Overtime on a Sunday will be paid at the rate of double time for all hours worked provided that:
  - there will be a minimum payment of three (3) hours of work for full-time employees; there will be a minimum payment for one (1) hour for part-time.
  - there will be a minimum payment for two (2) hours for casual employees, subject to the exclusions in clause 32.3.1.
- All work on public holidays will be overtime and will be paid in accordance with the following:
  - for time worked within the employee's ordinary hours – time and a half in addition to the employee's normal salary for the day.
  - for time worked outside the employee's ordinary hours – double time and a half.
  - there will be a minimum payment of three (3) hours of work for full-time employees.
  - there will be a minimum payment of one (1) hour for part-time employees.
  - there will be a minimum payment of two (2) hours for casual employees, subject to the exclusions in clause 32.3.1.

The payment of overtime rates is calculated on the employee's ordinary hourly rate. In computing overtime, each day's work stands alone.

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

## 35.6 TIME IN LIEU

An employee may elect, with the consent of Council, to take time off instead of a payment for overtime.

Time off during ordinary hours will be equivalent to 1.5 times the amount of time worked in lieu of payment for overtime.

Approved time in lieu can be accumulated up to a maximum balance of 76 hours.

Time off instead of an overtime payment must be taken at a mutually convenient time and within four (4) weeks of the overtime being worked.

Where overtime has not been taken within four (4) weeks, the employee will be paid at the appropriate overtime rate which applied on the day the overtime was worked.

## 35.7 REST PERIOD AFTER OVERTIME

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.

An employee, other than a casual employee, who works so much overtime between the end of their ordinary hours on one 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.

If an employee is instructed to resume or continue to 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.

## 35.8 RECALLED BACK TO WORK

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.

This clause does not apply to an employee receiving a Standby/On-call 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.

## 36. Shift Work

This clause does not apply to the following full time employees:

- Recreation Centre employees
- Library Employees
- MCH Nurses

- Senior Executive Officers

However, this clause may apply to library employees who agree to work their ordinary weekly hours inclusive of Saturday and/or Sunday work.

Employees may work the following shifts:

- Day shift (Monday to Friday) – shifts starting at 7am or later
- Afternoon shift (Monday to Friday) – shifts that finish after 7pm and at or before midnight

The following shift work penalties apply:

- Afternoon shift - 15% penalty;
- Saturday shift – 50% penalty;
- Sunday shift – 100%;
- Public holiday shift – 150%.

Employees working shift work will work in accordance with the following provisions:

- ordinary hours will be as per clause 33.2
- in accordance with the rosters and changes to rosters as per clause 33.4
- all shift rosters other than Monday to Friday work will be by agreement with the employee.

An employee may not be compelled to work shift work provided that the employee will not unreasonably refuse to work shift work. If an employee fails to provide Council with an acceptable reason as to why the employee is not prepared to work shift work, then the matter may be dealt with under dispute resolution procedure.

## 37. Working Environment

Alpine Shire Council recognises the need to maintain a high quality work environment for all staff, and the subsequent benefits this has on improving productivity, staff morale and organisational efficiencies. Council commits to ensuring that the work environment is of an appropriate professional level, reflects industry standards and conforms to OHS legislation and standards.

## 38. Workplace Representative Rights

Alpine Shire Council shall recognise all appointed/elected Workplace Union Delegates upon notification by a union party to this Agreement. The Union Delegate shall be permitted sufficient time during working hours to interview employees and Council on matters affecting employees they are eligible to represent.

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

The Union Delegate shall be permitted access to Council telephones, facsimiles and email facilities, and the Council shall make available a lockable cabinet to keep union records.



Union Delegates/Organisers will be given the opportunity to introduce themselves at induction sessions for new employees. Workplace Union Delegates will also be given a list of new starters.

In addition, Union Delegates will be entitled to fifteen (15) days paid leave for the life of this agreement to attend trade union training and allowed reasonable time off site on union business without loss of ordinary pay by prior agreement with Council. This agreement will not be unreasonably withheld.

## Section 4: Flexible Work Arrangements

### 39. Individual Flexibility Arrangements

- a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the agreement deals with one (1) or more of the following matters;
- arrangements about when work is performed,
  - overtime rates,
  - penalty rates,
  - allowances, and or
  - leave loading.
- b) The arrangement meets the genuine needs of Council and employee in relation to one (1) or more of the matters mentioned in paragraph (a).
- c) The arrangement is genuinely agreed to by Council and employee. Council must ensure that the terms of the individual flexibility arrangement;
- are about permitted matters under section 172 of the *Fair Work Act 2009*, and
  - are not unlawful terms under section 194 of the *Fair Work Act 2009*, and
  - result in the employee being better off overall than the employee would be if no arrangement was made.

Council must ensure that the individual flexibility arrangement:

- has supporting written documentation; and
- includes the name of Council and employee; and
- is signed by Council and employee, and where the employee is under 18 years of age, signed by a parent or guardian of the employee; and

includes details of:

- the Terms of the Agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences.

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

Council or employee may terminate the individual flexibility arrangement;

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

## 40. Flexible Working Provisions

Arrangements are by agreement between Council and the employee. Please refer to Appendix 4 – Flexible Working Provisions.

Ordinary hours may be varied by agreement between an employee and the relevant manager to meet the employee's family responsibilities.

## 41. Job Share

By agreement between the employee and their manager, an employee may elect to reduce their hours of work to the level and work pattern of their choice by job share arrangement, provided two (2) months' notice has been given. All benefits shall be paid pro-rata to part-time employees. By written notification, the employee shall clearly indicate whether the job share is for a fixed period or on a permanent basis.

## 42. Work from Home

To balance organisational and personal needs Council may, by agreement, provide opportunity for employees to undertake work responsibilities from their home. Positions identified as being suitable for work from home will have the following characteristics:

- The nature of the work is compatible with it being undertaken away from the office; and
- The impact on customer service and team outcomes has been considered.

Employees approved to work from home must demonstrate ongoing satisfactory performance in line with the relevant policy.

### 42.1 WORK FROM HOME SPAN OF HOURS

An employee who is working from home as part of an agreed flexible arrangement may request to be subject to a Work from Home span of hours that is 6am – 10pm, Monday to Friday. This request must be in writing.

The intent of the Work from Home span of hours is to provide employees with greater flexibility in relation to when work is performed in order to facilitate greater work-life balance.

If approved any work performed in the Work from Home span of hours will be at ordinary rates, noting that approval for such flexibility does not authorise the employee working more than the normal total daily working hours, unless additional hours are explicitly authorised in advance.

The request may only be refused based on reasonable business grounds. Such grounds may include the impacts that the flexible arrangement (if approved) would have on colleagues or on customer service delivery.

An employee cannot be directed to be placed on the Work from Home span of hours. Any direction to work beyond the standard span of hours applicable to the employee, will attract the appropriate penalty and/or overtime rates.

## 43. Flexible Start Time

An employee working at a Council worksite may request a flexible start time from 6:00am, Monday to Friday as a part of an agreed flexible arrangement. This request must be in writing.

If approved any work performed at a flexible start time will be at ordinary rates, noting that approval for such flexibility does not authorise the employee working more than the normal total daily working hours, unless additional hours are explicitly authorised in advance.

The request for a flexible start time may be refused based on reasonable business grounds. Such grounds may include:

- Occupational Health and Safety risks such as working alone;
- Seasonal impacts such as low light levels;
- Impacts on colleagues or team rosters;
- Supervision;
- Security;
- Customer service delivery considerations; and
- Ongoing satisfactory employee performance.

An employee cannot be directed to be placed on Start time flexibility. Any direction by Council to work beyond the standard span of hours applicable to the employee, will attract the appropriate penalty and/or overtime rates.

## Section 5: Leave

### 44. Annual Leave

Annual leave is provided for in the NES. This clause supplements the NES. This clause does not apply to MCH Nurses, except for clause 44.2.

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.

Annual leave will be taken at a mutually convenient time having regard to the operational requirements of Council.

An employee will be paid at their ordinary rate of pay during periods of annual leave in accordance with normal pay arrangements. However, 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 before the employee takes the period of leave.

When an employee takes leave, they will be paid the allowances set out in Appendix 5 – Outdoor Employees, and afternoon or night shift allowance set out in clause 36 (for Shift Workers) during periods of annual leave (pro rata based on the number of weeks the employee is in receipt of the allowance or payment per 48-week period).

Where a public holiday falls during a period of annual leave, the employee is taken not to be on paid annual leave on that public holiday.

For the purposes of this clause, annual leave will not accrue during the following absences:

- unauthorised absence;
- leave without pay;
- unpaid personal leave when the total period in one (1) year of employment exceeds one (1) month;
- unpaid personal leave arising out of or attributable to employment, other than employment with Council, for which the employee receives any form of remuneration;
- any absence exceeding 26 weeks in one (1) year of employment for which the employee receives or is entitled to receive worker's compensation.

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the Council must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

#### 44.1 ANNUAL LEAVE LOADING

In addition to payment for annual leave, employees will receive a loading of 17.5% calculated on the employee's ordinary rate during a period of annual leave.

For Outdoor Employees, annual leave loading will be paid on any allowances payable (as per Appendix 5) during a period of annual leave.

For Indoor Employees, the maximum amount of annual leave loading payable will be equivalent to the Statistician's Average Weekly Earnings for August quarter of the year preceding the year in which the leave falls due.

Annual leave loading will, at the discretion of Council, be paid on the same date each year as may be determined by Council.

This clause does not apply to Senior Executive Officers.

## 44.2 CASHING OUT ANNUAL LEAVE

Employees may elect to cash out a minimum of one weeks' (5 days) accrued annual leave, subject to the following conditions:

- The employee may apply to cash out annual leave at a one for one ratio, that is, they must take annual leave equal to, or greater than, the amount being cashed out;
- The employee retains a minimum annual leave balance of two weeks (10 days), pro-rata for part time employees based on their ordinary rostered hours of work;
- Employees cannot be required to cash out annual leave entitlements by Council;

Any payments made for the purposes of cashing out under this clause will be at the employee's substantive rate of pay at the time of the application.

Any exceptional circumstances may be approved by the CEO.

## 44.3 ANNUAL CLOSE DOWN

Where Council decides to close down part or all of its operations during the Christmas / New Year period, for the purpose of giving the whole of the annual leave due to all or majority of employees who have accrued annual leave, at least two (2) months' notice will be provided to employees.

If an employee has insufficient accrued annual leave the employee will be given the option of:

- Taking Annual Leave in advance;
- Taking Leave Without Pay;
- Working during the period of close-down.

## 45. Cultural and Ceremonial Leave

The parties to this Agreement recognise and value the cultural diversity of all employees. Accordingly, Council shall provide the opportunity for employees to observe days of cultural ceremonial and/or religious significance. Where attendance requires time away from work, employees may apply for any accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

Alternatively, the employee may elect to observe days of cultural ceremonial and/or religious significance in lieu of a public holiday they would otherwise be entitled to.

Employees required by Aboriginal or Torres Strait Islander (ATSI) tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to

one (1) day non-accumulating paid leave in any one year, based on employee service date, with the approval of Council.

## 46. Defence Service Leave

The parties acknowledge that reserve training with the armed forces enhances job performance as well as contributing to national security.

### 46.1 COUNCIL OBLIGATIONS

Council will grant up to two (2) weeks' defence service leave each year, based on employee service date, in addition to the employee's annual leave as leave without pay.

Council will provide additional unpaid defence service leave, on special request from the Defence Force, for attendance at training or for deployment on an operation or exercise provided such leave does not unduly affect the organisation's operational requirements.

Council will support reservists during their first year of defence service to enable the member to complete recruitment or initial-employment training, whether by continuous attendance or by attendance at modules, in order to allow reservists to achieve necessary competency skills and qualifications, provided such leave does not unduly affect the organisation's operational requirements.

Council will ensure that absence on approved defence service leave does not break an employee's continuity of service.

Council will preserve access to other entitlements during absences on defence service leave, including counting periods of up to six (6) weeks' leave without pay as service for accrual of annual leave and long service leave entitlements.

Council will actively address the reservist's return to the workforce without detriment after compulsory deployment or absence on military duties including training.

### 46.2 EMPLOYEE OBLIGATIONS

Employees will provide sufficient notice of their requirement for defence service leave to enable alternative arrangements to be made, if necessary, for backfilling an employee's position.

Reservists will seek to identify alternative dates for their defence service if it causes significant operational difficulties for Council.

Reservists will not withdraw from or cancel a course or other period of defence service at short notice if defence service leave has been arranged.

Employees will advise their manager or supervisor of qualifications or skills they have gained as a result of their defence service.

Employees will inform their manager or supervisor about the Employer Support Payment Scheme, and opportunities to visit or observe defence activities.

## 47. Emergency Services Leave

Emergency services and other ancillary emergency services groups. This clause is not intended to reduce any obligations or entitlements under the NES.

### 47.1 PRINCIPLES

The Council supports its staff participating as voluntary members of an Emergency Response Organisation (ERO).

The Council reserves the right of absolute discretion over the use of its staff during working hours.

The Council will release affected staff to attend to an emergency situation called by an ERO provided that their attendance is logistically possible and organisationally sustainable.

### 47.2 APPROVED EMERGENCY RESPONSE ORGANISATION (ERO)

For the purpose of this clause, the following are approved ERO;

- Country Fire Authority (CFA) Region 24; and
- Victorian State Emergency Service (North East Region); and
- Red Cross.

### 47.3 CRITERIA

Staff seeking to attend an emergency situation must be permanent registered members of an approved ERO.

The event to which attendance is sought must be an emergency as called by the ERO. Training sessions and mopping up exercises do not constitute part of the emergency.

In order to attend an emergency, staff must obtain approval. This should be first sought from the immediate supervisor or failing this, the manager of the relevant department. When either of these options is not possible, approval may be sought from a member of the management team.

Approval will be subject to the consideration of the following:

- Effect on the Council's work operations; and
- Estimated duration of absence; and
- Effect on work teams/business unit; and
- Frequency and occurrence of absences; and
- Logistics.

In a declared emergency under the Council's Municipal Emergency Management Plan (MEMP), approval will only be considered if the Chief Executive Officer (CEO) is satisfied that the Council's response capability is not diminished by the staff absence.



## 47.4 EMERGENCY SERVICES LEAVE

Staff may apply for emergency services leave to cover the period of absence.

All applications for paid emergency services leave must be supported by official evidence of attendance at the emergency within five (5) days of the leave having been taken.

A maximum of 5 (five) working days in any one year, based on service date, may be granted for paid emergency services leave, such leave will not accumulate from year to year.

Additional paid leave may be granted at the discretion of the manager in circumstances where the staff member has been absent for more than five (5) days and where the emergency has not abated.

Emergency services leave granted will be included as service for the purpose of annual, sick and long service leave.

Council accepts that in some circumstances, where an emergency occurs outside work hours and continues for a period in excess of four (4) hours, the employee will be entitled to have a ten (10) hour break before continuing work. In addition, in some circumstances where the emergency occurs between 11:00pm and 5:00am the employee will be entitled to have a ten (10) hour break before continuing work.

## 47.5 EXTENDED ABSENCE IN EXCESS OF APPROVED EMERGENCY SERVICES LEAVE

Staff absence to attend an emergency in excess of paid emergency services leave will be treated for payroll purposes by one of two methods:

- Time in lieu – time lost for the period of absence is made up by an additional real time worked; or
- Leave without pay – time lost for the period of absence is a deduction from payroll.

The method utilised is at the discretion of the manager in consultation with the employee concerned.

## 47.6 REGISTRATION

The Council shall keep a register of employees who are permanent registered members of an ERO.

Employees shall be individually responsible for notifying Human Resources of their ERO membership status for the purposes maintaining the register.

## 48. Emergency Management Leave

In the event that an Incident Control Centre (ICC) is activated in accordance with the Municipal Emergency Management Plan (MEMP) (or any successor plan), Council will grant up to three (3) days paid non-accumulative leave per emergency, subject to the provisions below:

- Employees must be in an activated council emergency management role as required by the MEMP, and
- The leave granted to an employee will be the equivalent to the employee's normal or rostered working hours excluding any overtime;
- Leave must be taken as soon as practicable following the emergency event to enable rest and recuperation of emergency management employees, and
- Emergency Management Leave should be taken within 30 days of the closure of the ICC. Emergency Management Leave not taken within 30 days, or as otherwise agreed, will expire and no compensation will be offered. Employees will not be entitled to be paid any Emergency Management Leave if their employment is terminated prior to taking any such leave.

## 49. Family and Emergency Leave

In addition to the provisions of Part B for MCH Nurses and clause 54.3 for other employees regarding carers leave, where an employee has exhausted their sick leave entitlement at the CEO's discretion, they may access an additional five (5) days paid leave per year (non-accumulative), based on employee service date, to attend to family and emergency situations.

## 50. Bereavement / Compassionate Leave

Employees are entitled to compassionate/bereavement leave in accordance with the NES. This clause supplements the NES.

Permanent employees are entitled to three (3) days paid bereavement leave per occasion when a member of the employee's immediate family, or a member of the employee's household:

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

In addition to the above entitlements, employees will be entitled to a further five (5) days bereavement leave per occasion. For permanent employees, this is paid leave and pro-rata for part-time employees. For casual employees, this is unpaid leave.

Council may require that the employee provides evidence to support the taking of Bereavement/Compassionate in accordance with the NES.

Parental leave can be accessed in the case of a stillborn or neo natal death; refer to clause 52.

## 51. Leave Without Pay

By agreement between the employee and their manager, an employee may elect to take leave without pay for up to 52 weeks for personal, travel or education purposes and return to the same job. More than 52 weeks may be taken by negotiation and approval of the CEO.

Annual leave, long service leave and accrued time in lieu should be exhausted first, unless otherwise agreed.

Public holidays are not paid when they fall within a period of leave without pay.

## 52. Parental Leave

This clause is read in conjunction with the NES (Sections 67-85 of the *Fair Work Act 2009*). The NES provides entitlement to:

- Unpaid Parental Leave
- Flexible Parental Leave
- Concurrent Parental Leave
- No Safe Job Leave

Under the *Fair Work Act 2009*, employees are entitled to unpaid parental leave (maternity, paternity, adoption and related kinds of leave).

The primary entitlement to unpaid parental leave is 24 months following birth/placement, to be shared between both parents.

### 52.1 ELIGIBILITY REQUIREMENT

To be eligible for unpaid parental leave, an employee must, immediately before the due date of birth or the expected placement date of adoption of the child:

- For a permanent employee: have completed at least 12 months of continuous service.
- For a casual employee: have been employed by Council on a regular and systematic basis for at least 12 months and have a reasonable expectation of on-going employment on the same basis.

Additional eligibility rules apply in respect of adoption-related leave.

To be eligible to take unpaid parental leave, the employee must have responsibility for care of the child.

### 52.2 RETURN TO WORK GUARANTEE

At the end of the unpaid parental leave, an employee is entitled:

- To return to their pre-parental leave position; or
- If that position no longer exists - an available position for which the employee is qualified and suited that is nearest in status and pay to the employee's pre-parental leave position.

### 52.3 PERIOD OF LEAVE

Unpaid parental leave can be taken as a single continuous period, flexibly (up to 100 days), or a combination of both. Parents can take parental leave concurrently (at the same time) for part or all of their period of leave.

## 52.4 COMMENCEMENT OF UNPAID PARENTAL LEAVE

Unpaid parental leave (excluding concurrent leave) starts:

- a) For a pregnant employee, up to six (6) weeks before the expected date of birth of the child, but no later than the date of the child's birth.
- b) For an employee other than the pregnant employee at any time within 24 months of the birth of the child.

For adoption leave at any time within 24 months of the placement of the child.

Employees can take up to 100 days of their unpaid parental leave flexibly at any time within 24 months of a child's birth or adoption. Flexible unpaid parental leave can be taken as:

- a single continuous period of one day or longer
- separate periods of one day or longer each.

## 52.5 NOTICE AND EVIDENCE REQUIREMENTS

An employee must give us at least ten (10) weeks' written notice before starting unpaid parental leave or, if that is not practicable, provide notice as soon as practicable (which may be a time after the leave has started). For example, it may not be practical for an employee to give the requisite notice in relation to the premature birth of a child, but valid notice could still be given as soon as practicable after the child's birth.

The notice must specify the intended start and end dates of the leave.

An employee must confirm the intended start and end dates of the leave (or advise of any changes) at least four (4) weeks before the intended start date, unless it is not practicable to do so.

In addition to the notice requirements above, an employee has to give at least four (4) weeks' notice of the specific flexible parental leave days they intend to take.

An employer may require an employee who has given notice of the taking of parental leave to provide evidence of:

- a) The child's actual or expected date of birth; or
- b) The day or expected day of placement for adoption and that the child is or will be under 16 years of age as at that date.

The evidence must be sufficient to satisfy a reasonable person and, in the case of birth-related leave, we may require that this be a medical certificate.

The employee may also be requested to provide a statutory declaration stating particulars of any period of unpaid parental leave sought or taken by an employee's partner and that for the period of parental leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

Separate notice and evidence requirements apply in relation to special maternity leave and unpaid pre-adoption leave (see below).

## 52.6 UNPAID SPECIAL PARENTAL LEAVE

An eligible pregnant employee may also take unpaid special parental leave in accordance with the NES (including notice and evidence requirements) in certain circumstances for example if the employee is not fit to work because of a pregnancy-related illness or if the pregnancy ends.

Where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may take any paid sick leave to which they are entitled in lieu of, or in addition to, unpaid special parental leave.

Where an employee not then on parental leave suffers illness related to the pregnancy, they may take any paid sick leave to which they are entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before the return to work. The aggregate of paid sick leave, special parental leave and parental leave, including parental leave taken by a partner, may not exceed 104 weeks.

## 52.7 PRE-ADOPTION LEAVE

Employees are eligible for unpaid parental leave associated with the placement of a child for adoption are also entitled to two (2) days' unpaid pre-adoption leave to attend relevant interviews and examinations. This leave cannot be used if the employee could instead take another form of leave and Council directs the employee to take another type of leave (e.g paid annual leave).

## 52.8 TRANSFER TO A SAFE JOB OR 'NO SAFE JOB LEAVE'

A pregnant employee is entitled to be transferred to an appropriate safe job if medical evidence is provided that states the employee is fit for work, but it is inadvisable to continue working in their present position for a certain period (the risk period).

Permanent employees who are entitled to parental leave who are transferred into a safe job will be paid for their full rate of pay for the position they were in before the transfer. Unless otherwise agreed, the safe job must have the same ordinary hours of work.

Where the pregnant employee is unable to work their usual role and there are no appropriate safe jobs available, the employee is entitled to take no safe job leave for the relevant risk period. If the employee is entitled to parental leave, no safe job leave will be paid.

## 52.9 FITNESS FOR WORK – PREGNANT EMPLOYEES

If a pregnant employee continues to work within six (6) weeks before the estimated date of birth, an employer may ask the employee to provide a medical certificate, stating:

- a) Whether the employee is fit for work; and
- b) If they are fit for work, whether it is inadvisable for the employee to continue working in her present position during a stated period because of any of the risk factors specified below.

The risk factors include any illness or risks arising out of the employee's pregnancy, or hazards connected with the employee's position.

If the employee fails to provide the certificate within seven (7) days, or if the certificate states that the employee is not fit for work, an employer may require an employee to start unpaid parental leave as soon as practicable.

## 52.10 KEEPING IN TOUCH DAYS

An employee may perform up to 10 days per annum of paid work for Council during a period of unpaid Parental Leave for the purposes of facilitating a return to work (pro-rata for less than 12 months parental leave). Keeping in touch days do not extend the period of parental leave.

## 52.11 INTERACTION WITH PAID LEAVE

Subject to certain exceptions, an employee may take paid leave at the same time the employee is taking unpaid parental leave. The period of unpaid parental leave runs concurrently with the period of paid leave taken by the employee. The requirements for taking the other form of leave would still apply - e.g., Council agreeing to the employee taking paid annual leave.

An employee is not eligible to take paid personal/carer's leave or compassionate leave while taking unpaid parental leave.

## 52.12 EXTENSION OF UNPAID PARENTAL LEAVE

An employee may extend the period of unpaid parental leave by giving Council written notice of the extension at least four (4) weeks before the end date of the original leave period. This notice must specify the new end date for the leave.

Unless otherwise agreed with Council, only one extension under this provision is permitted. The employee is not entitled to extend the period of unpaid parental leave beyond the employee's available leave period.

An employee may request an extension of unpaid parental leave for a further twelve (12) month period immediately following the end of the first twelve (12) month unpaid parental leave period.

The request must be in writing, and must be given at least four (4) weeks before the end of the first period of unpaid leave. Council may refuse the request on reasonable business grounds and must give the reasons for the refusal to the employee, in writing, within 21 days. The employee is not entitled to extend the period of unpaid leave beyond twenty-four (24) months after the date of birth or date of placement of the child.

## 52.13 FLEXIBLE WORKING ARRANGEMENTS

Employees who are parents or who have the responsibility for the care of a child who is school age or younger may also request flexible working arrangements in accordance with Appendix 4 – Flexible Working Provisions, which will be considered taking into account Council's needs.

If an employee wishes to make a request to return from a period of parental leave on a part time basis until their child reaches school age, such request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

## 52.14 REPLACEMENT EMPLOYEES

A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

Before Council engages a replacement employee, Council must inform that person of the temporary nature of the employment and of the rights of the employee who is being temporarily replaced.

## 52.15 PAID PARENTAL LEAVE

Inclusive of all award and/or statutory parental leave entitlements, permanent employees who have worked for a minimum continuous period of twelve (12) months before commencing parental leave shall be entitled to the following paid parental leave:

Leave Type	Leave Allowance
Primary Carer	16 Weeks Paid Leave
Partner	3 Weeks Paid Leave

Upon request from the parent, paid leave may be taken at half pay. This provision shall also apply for adoption and surrogacy purposes.

Paid Parental Leave is available to the primary carer and partner simultaneously at the time of the birth of the child.

This provision shall also apply in the case of a stillborn or neo natal death at twenty (20) weeks up to forty (40) weeks and for an infant death during the first twenty-four (24) months of life.

## 52.16 PARENTAL LEAVE AND SUPERANNUATION

Parental leave payments will be considered ordinary times earnings and as such will be included in superannuation calculations.

## 52.17 PARENTAL LEAVE AND CASUAL EMPLOYEES

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

- the employee or employee's partner is pregnant; or
- the employee is or has been immediately absent on parental leave.

## 52.18 IVF LEAVE

An employee who presents a medical certificate from a medical practitioner stating they are undergoing IVF treatment will have access to up to thirty-eight (38) hours paid leave

(pro-rata for part time employees) enabling the employee to attend the routine medical appointments associated with the treatment.

Council agrees to take all reasonable and necessary steps to enable such employees the ability to leave work and return on the same day.

Council shall provide clean and private facilities for the employee to undertake any procedures associated with IVF treatment.

On presentation of a certificate from a medical practitioner confirming that an employee's partner is undergoing IVF treatment, that employee will be eligible to access paid IVF leave under this clause over the duration of the treatment up to 7.6 hours. Such leave may be taken for periods of less than one (1) day upon which the employee can return to work.

## 52.19 SURROGACY LEAVE

Intending parents of surrogacy will be defined as primary carers and partners. As such, according to these definitions, they will be eligible for the parental leave entitlements in accordance with clause 52.

A surrogate is defined as an employee who receives fertility treatment to become pregnant and then carries a baby to term for intending parents.

An employee who will be a surrogate will be entitled to:

- Access to IVF leave in accordance with clause 52.18;
- Access to pre-natal leave once pregnant;
- Paid leave of up to six (6) weeks prior to birth of baby; and
- Paid leave of six (6) weeks post the birth of the baby.

A surrogate may also require transfer to a safe job if necessary.

The partner of a surrogate is entitled to paid leave to attend the birth of the baby and two (2) weeks paid leave to assist the surrogate in their recovery.

## 52.20 PRE-NATAL LEAVE

An employee who presents a medical certificate from a doctor stating they are pregnant will have access to paid pre-natal leave totalling 38 hours per pregnancy to enable attendance at routine medical appointments associated with the pregnancy. On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will be eligible to access paid pre-natal leave for a period equal to a total of 7.6 hours. Council reserves the right to request evidence of employee attendance at medical appointments when accessing pre-natal leave.

## 52.21 PRE-ADOPTION LEAVE

An employee (whether an intended primary or intended secondary carer) who is adopting a child will have access to paid pre-adoption leave totalling 38 hours per adoption. This leave can be used to attend meetings associated with the adoption, including interviews and examinations required to obtain approval for the employee's adoption or permanent care placement of the child. This leave can be accessed subject



to the presentation of acceptable proof including acceptable statutory declaration if required.

## 53. Return to Work from Extended Leave

The Council shall commence a return to work plan for all staff on extended leave. This may include parental leave, periods of unpaid or extended study leave. The plan shall include informing employees of work related developments and also include sending newsletters (as applicable), work unit memos and copies of internal advertising of vacant positions.

## 54. Personal / Carer's Leave

An employee, other than a casual employee, will be granted paid personal/carer's leave in accordance with the NES. This clause supplements the NES.

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

A permanent employee will be eligible to accrue paid personal/carer's leave on the following basis:

- On commencement of employment with Council, the employee will be granted a personal/carer's leave credit of 7.6 hours;
- On the first day of the second month of employment, the employee will be granted a personal/carer's leave credit of 83.6 hours;
- In the second and subsequent years of employment, an eligible employee may accrue up to 91.2 hours of personal/carer's leave.

An employee may take paid personal/carer's leave:

- because the employee is not fit for work because of a personal illness, or injury, affecting the employee, in accordance with Clause 54.2 (sick leave); or
- to provide care or support, in accordance with Clause 54.3 (carer's leave).

### 54.1 PERSONAL / CARER'S LEAVE UPON TERMINATION

Up to twenty (20) days accumulated personal/carer's leave may be transferred between employers who are covered by the VLGA subject to the following conditions:

- An employee's service between employers is continuous (breaks of two (2) months' or less will be deemed not to break continuity).
- The employee at the time of engagement to the new employer produces certified documentation from the previous employer verifying the amount of personal/carer's leave accumulated and the date upon which the last entitlement was credited to them.
- Where an employee's accumulated personal/carer's leave is less than 20 days, then the accrued amount of personal/carer's leave may be transferred.
- Provided that an employee will not be entitled to have more than 12 days credited to them in respect of any twelve-month period.

When an employee has their employment terminated, other than for misconduct or absence from work without a reasonable excuse, and is subsequently re-employed within a period of twelve (12) 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 (1) month of employment.

## 54.2 SICK LEAVE

An employee (other than a casual employee) is entitled to use accumulated personal leave for personal illness or injury.

For each period of Sick Leave exceeding three (3) working days, the employee must provide Council with a medical certificate to support the taking of Sick Leave, if required by Council.

The employee is also required to provide a medical certificate for any absence if that absence is either the working day before or the working day after a rostered day off, holiday or public holiday.

Where a public holiday is observed during any period of sick leave it will not be regarded as part of the sick leave.

On the production of medical evidence in respect of a period or periods of sick leave (other than injury for which workers' compensation is payable) occurring during a period in which an employee is taking paid annual leave or long service leave, an employee is entitled to sick leave instead of annual or long service leave for the period of personal leave as supported by the medical evidence. The medical 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 (14) days after the occurrence of the sick leave.

Council may at its discretion agree to accept a statutory declaration instead of a medical certificate under this subclause.

In addition to personal leave provisions as set out in clause 27 of Part B for MCH Nurses and sick leave provisions for other employees under this clause 54.2, Council will allow staff to take sick leave to attend appointments in relation to health matters including with either allopathic or holistic health professionals and any preventative health or dental health professionals.

## 54.3 CARER'S LEAVE

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/carer's leave to provide care and support for such persons when they are ill or injured or who require care due to an unexpected emergency.

Casual employees are entitled to two (2) days unpaid carer's leave per occasion.

The employee must, upon request, provide evidence to support the taking of carer's leave (including a medical certificate or statutory declaration).

In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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.

An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care to an immediate family member or member of their household who is ill for a period of time agreed between Council and the employee. In the absence of an agreement, the employee is entitled to take up to two (2) days (up to a maximum of 16 hours) unpaid carer's leave per occasion (provided the employee has complied with the notice and evidence requirements outlined in this clause).

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.

## 55. Family Violence

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

Leave for family violence purposes is available to employees who are experiencing family violence and to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

### 55.1 DEFINITION OF FAMILY VIOLENCE

The Council accepts the definition of Family violence as stipulated in the *Family Violence Protection Act 2008* (Vic). The definition of family violence includes physical, sexual, financial, verbal, emotional abuse, or coercion by a family member and is broader than the definition of immediate family in clause 5 Definitions.

### 55.2 GENERAL MEASURES

Evidence of family violence may be required and can be in the form of an agreed document issued by the police service, a court, a doctor, a district nurse, a maternal/healthcare nurse, a family violence support service or lawyer. A signed statutory declaration can also be offered as evidence.

All personal information concerning family violence will be kept confidential in line with relevant Council policy and legislation. No information will be kept on an employee's personnel file without their written permission.

No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.

An employee experiencing family violence may raise the issue with their immediate supervisor or the appropriate Human Resources (HR) contact. The supervisor may seek advice from HR if the employee chooses not to see the HR contact. Where requested by an employee, the HR contact will liaise with the employee's supervisor on the employee's behalf.

Council will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

## 55.3 LEAVE

### 55.3.1 An employee experiencing family violence

An employee experiencing family violence will have access to twenty (20) days per year (pro-rata for part time employees), based on service date, of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. This leave is non accumulating.

### 55.3.2 An employee who supports a person experiencing family violence.

An employee who supports a person experiencing family violence will have access to twenty (20) days per year (pro-rata for part time employees), based on service date, of paid special leave to provide support and care for a person experiencing family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. This leave must be taken with prior notification to a supervisor. This leave is non accumulating.

## 55.4 INDIVIDUAL SUPPORT

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

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

An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP). The EAP shall include professionals trained specifically in family violence.

An employee that discloses to HR, or their supervisor, that they are experiencing family violence will be given a resource pack of information regarding support services.

## 56. Long Service Leave

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

## 57. Jury Service

Jury service is provided for in accordance with the NES. This clause supplements the NES.

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 wages they would have received for ordinary time they would have worked had they not been on jury service.

An employee will notify Council as soon as possible of the date upon which they are required to attend for Jury Service.

The employee will provide Council with proof of attendance, the duration of the attendance and the payment received in respect of the jury service.

## 58. Public Holidays

All employees (except casual employees) will be entitled to be absent from work on the following public holidays without deduction of pay:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day;
- Australia Day, ANZAC Day, King's Birthday, Labour Day; and
- Melbourne Cup Day (or by agreement a local substituted day).

In addition, the following provisions apply in relation to public holidays:

- When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.
- When Boxing Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 28 December.
- When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday shall be observed on the next Monday.
- ANZAC Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.
- Any other day or part-day declared or prescribed by or under a law of the State of Victoria to be observed generally within the State (or a region of the State) as a public holiday.

By agreement between Council and the employee, other days may be substituted for any set days prescribed in this clause.

Payment for working on public holidays is set out in clause 35.5.

## Section 6: General Principles and Processes

### 59. Annual Reviews

Council commits to completing staff performance reviews at least annually for all employees (excluding casual employees).

The Annual Review process will provide as a minimum the following broad principles:

- all employees have access to a current position description;
- the development of individual work plans/objectives as required; and
- annual review of work plans/objectives.

Individual Personal and Development Plans (PDP) will be confidential and will be developed in consultation and agreement with the employee concerned and will clearly set out the:

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

The review will be confidential. Employees will have access to any formal review documentation upon request.

#### 59.1 INCREMENT PROGRESSION

Progression from an increment to the next increment within a band for eligible employees will not be automatic and is subject to the achievement of:

- the acquisition and satisfactory utilisation of new or enhanced skills if required by Council and as determined in the Performance and Development Plan;
- the meeting of established performance objectives as determined in the Performance and Development Plan; and
- satisfactory service over the preceding twelve (12) months.

An employee 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 annual review delayed by the period of such absence.

#### 59.2 RECOGNITION

Council understands the importance of celebrating successes and recognising exceptional performance. Management will maintain a recognition program and grant appropriate rewards, such as award nominations, gift vouchers (with a minimum value of \$50), media releases and displays, gatherings, and enrolment in conferences and training, etc.

## 60. Education and Training

Education and training will be provided in accordance with an annual staff training plan that considers the following points:

- The commitment to achieve continuous improvement; and
- The fulfilment of the Council's work design objectives; and
- The development of career paths for employees; and
- The principles of access and equity; and
- Specific learning needs; and
- The need for employees to take on increased responsibilities within the organisation; and
- The needs of work groups.

The Council is committed to a uniform approach to employee education and personal development, to ensure that all employees undertaking professional or occupational study are treated equally and fairly.

## 61. Personal Development

The Council will provide opportunity for personal development or personal study assistance.

### 61.1 STUDY LEAVE

Employees attending approved personal development courses shall be entitled to a minimum of four (4) hours per week of study leave during each semester to attend courses/exams/study. This may be taken at a time mutually agreed to by the employee and their manager.

Paid leave will not be granted for repeat subjects unless the relevant manager believes that extenuating circumstances existed which caused or largely contributed to the failure. Leave without pay and leave on a makeup basis may be granted by the CEO. A formal written application will be required.

### 61.2 TRAVEL

Every effort will be made to provide Council transport to courses or exams. Reimbursement of travel costs shall be applied in the following order of priority:

- A Council vehicle shall be provided if available; or
- 50% of the kilometre rate in accordance with clause 18.6 will be paid for travel within a radius of 100kms of the employee's work location; or
- Costs shall be negotiated for travel beyond the abovementioned radius.

### 61.3 FEES

The employee shall pay the course fees, and the Council shall reimburse the employee with 50% of the fees, on production of the receipt.

## 61.4 SHORT COURSES

The arrangements for short courses (such as a full time, week long course) shall be subject to negotiation based on the above parameters and course duration.

## 61.5 CRITERIA

To qualify for assistance, a course must:

- Be an industry recognised tertiary course, approved by an accredited institution of Registered Training Organisation (RTO); and
- Demonstrate potential benefit to the employee in performance of their duties and/or organisational career path; and
- Be relevant to the skill requirements of the Council.

## 61.6 ELIGIBILITY

To be eligible for full assistance, an employee must be a full-time employee with the Council.

Part-time employees will be eligible for fee assistance and reimbursement of travel costs based on a pro-rata full-time basis.

## 61.7 APPLICATIONS

Applications for study assistance must be made in writing and lodged before course acceptance and payment of any fees. Existing approvals are deemed to have satisfied this requirement.

## 61.8 APPROVAL

Approval must be received in writing from the employee's manager.

A manager may refuse an application for assistance if they consider that attendance would impact adversely on staffing levels or service delivery.

Part-time employees should attend study during non-work days. If study days conflicts with work days then days may be swapped to accommodate study/exam time, so long as this does not impact on the service delivery area or that function of the organisation.

## 61.9 CONTINUING APPROVAL

Approval for continued study assistance will be subject to satisfactory performance as evidenced by half yearly results/reports.

## 62. Compulsory or Occupational Development

The Council will bear the costs associated with compulsory or occupational staff development as per the below.



## 62.1 TRAVEL

Every effort will be made to provide Council transport to courses. Travel to school for apprentices will be in accordance with this clause. An employee must seek approval in line with the provisions of Clause 25 for use of a private vehicle.

## 62.2 FEES

Council will pay the 100% of the course fees.

## 63. Equal Employment Opportunity

The parties are committed to the principles of:

- Equal Opportunity as established by the *Equal Opportunity Act 2010*, the *Racial Discrimination Act 1975*, the *Sex Discrimination Act 1984* and the *Disability Discrimination Act 1992*, and
- A workplace free from discrimination and harassment.

Equal opportunity means treating all people fairly and ensuring that decisions are not made on the basis of a person's race, age, sex and other personal characteristics.

## 64. Injured and Ill Workers

Council agrees that where a worker has sustained a non-work related injury or illness it shall investigate the possibility of providing alternative duties to assist in the rehabilitation of the employee – subject to operational requirements, resources and by mutual agreement. This will only be afforded when the arrangement is deemed cost neutral.

If alternative duties can be provided then the manager and employee shall mutually agree to a return to work program in consultation with the relevant medical practitioner and/or rehabilitation provider. This will be done at no cost to Council.

The parties commit to supporting the rehabilitation of any employee suffering from a psychological or physical illness/injury.

Where an employee is eligible for Workcover payments pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013*, Council will make up the difference between the Workcover payment and the employee's normal weekly pay for a period of forty (40) weeks.

## 65. Occupational Health and Safety

The parties are committed to taking all practical steps to provide and maintain a working environment that is safe and without risk to health in accordance with all relevant legislation.

## 66. Notice of Termination

An employee's employment may be terminated by either party giving the period of notice applicable to the employee's length of continuous service as set out below:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 Week
More than 1 year but not more than 3 years	2 Weeks
More than 3 years but not more than 5 years	3 Weeks
More than 5 years	4 Weeks

In the case of Council giving notice, if the employee is over 45 years old and has completed at least two (2) years of service, then the period of notice is increased by one (1) week.

Continuous service is defined in clause 5 - Definitions.

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. The employment may be terminated by the employee working part of the required period of notice and by Council making payment for the remainder of the period of notice.

The period of notice does not apply:

- in the case of dismissal for serious misconduct.
- to employees engaged for a specific period of time or for a specific task or tasks.
- 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
- to casual employees.

If an employee fails to give the period of notice required by this clause, Council may withhold from any monies due to the employee on termination, to a maximum amount equal to the amount the employee would have received if the employee had met the period of notice requirements, provided this does not reduce an employee's NES entitlement payable on termination.

Where Council has given notice of termination to an employee, an employee shall be allowed up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee, after consultation with Council.

## 67. Abandonment of Employment

An employee who has been absent for a period of ten (10) working days, without the consent of Council, and who has not established to the satisfaction of Council that they were absent for reasonable cause, will be deemed to have abandoned their employment without notice.

The Council will take all reasonable steps to contact the employee before the employment is terminated under this clause.

Termination in such circumstances will operate from the date of the last attendance at work or the last days absence in respect of which consent was granted. In these circumstances, the employee will be paid in lieu of notice in accordance with the applicable notice period in clause 66.

## 68. Redeployment, Retraining and Severance Entitlements

### 68.1 CONSULTATION

Where the CEO:

- Deems any employee's position surplus to Council's requirements; or
- Substantially alters the duties of a position, and redeployment of the employee to an alternative position (if available) is necessary in consequence; or
- Makes a decision which will result in substantial change to an employee's mainstream duties and responsibilities,

the CEO will consult with the employee affected, and the Staff Consultative Committee, in accordance with the following guidelines.

### 68.2 IMPLEMENTATION

All redeployment options shall be presented to the employee, and where necessary the Staff Consultative Committee, before any employee is redeployed.

It is agreed that redeployment options shall be fully explored before any final decision on retrenchment is taken.

### 68.3 REDEPLOYMENT

- 1) Where clause 68.1 applies any employee affected will be interviewed by the CEO or the CEO's delegate and informed in writing as to:
  - Why their position has become surplus to the Council's requirements; or
  - Why the duties of their position have been substantially altered; and
  - The procedures that will be followed under this Agreement; and
  - The rights and entitlements of the affected employee under this Agreement, including representation of their choice.
- 2) An employee being interviewed in accordance with Sub-clause 1 of this clause may request the presence of a representative of their choice.
- 3) The CEO shall provide all relevant information to the employee in writing, a minimum of four (4) weeks prior to any proposed redeployment including duties, bands, responsibilities, reporting arrangements and work location.
- 4) Where an employee is redeployed to a position at a lower wage, the maintenance of their previous wage shall apply for a period of twelve (12) months or the period defined in clause 66, whichever is the greater. During that period Council may, in

consultation with the employee redeployed, undertake job and work redesign to fulfil the requirements of the previous band on which the employee was classified.

- 5) Following notification to the employee who is to be redeployed, the CEO or the CEO's delegate will advise the employee:
  - Of any vacant position(s) at the same classification level where the employee meets the required selection criteria or is deemed to be capable of meeting the selection criteria through appropriate retraining; or
  - Where there is no suitable position of any other vacant position at a lower classification level which the employee is, or will become, capable of performing with appropriate retraining.
- 6) Every opportunity will be afforded to an employee to obtain all relevant information pertaining to any vacant position notified to the employee under Sub-clause 5 of this clause.
- 7) If two (2) or more employees are notified of a particular position under Sub-clause 5 of this clause, and make application for appointment thereto, the employee to be offered appointment to the position shall be determined in accordance with the usual selection procedures and practices of Council.

## 68.4 ALTERNATIVE DUTIES

Should a suitable position not be immediately available at the time redeployment is required, the employee may, where appropriate, be assigned to a temporary position at a suitable level for an agreed period. If no position is available at the end of that period the employee's position is to be made redundant unless otherwise agreed between the employee and the CEO whereby the agreed redundancy provisions will apply.

No employee redundancy entitlements shall be reduced as a consequence of accepting a temporary position.

## 68.5 TRIAL REDEPLOYMENT

Where an employee accepts an offer of a trial redeployment, the option of retrenchment will remain open for a period of thirteen (13) weeks from the date of appointment, but all wages and other benefits paid to the employee during the period up to when the employee opts for retrenchment will be deducted from the retrenchment package to be paid to the employee.

## 68.6 EMPLOYEES WITH LEAVE OF COUNCIL DUE TO INJURY/ILLNESS

Employees who at the date of redeployment are absent from work by leave of Council because they have suffered, or are suffering, from an injury or illness will not be prejudiced in obtaining a transfer to a suitable position subject to their ability to perform work according to the requirements of the position description.

## 68.7 RETRAINING

1) Where an employee can only be redeployed in a position under Sub - clause 5 of Clause 68.3 with appropriate retraining and:

- Is assessed as suitable for such retraining; and
- Is willing to undertake such retraining; and
- Has been consulted by the CEO concerning such retraining;

the provisions of Sub-clause 2 of this clause (below) shall apply.

2) The CEO shall prescribe the necessary retraining required to enable the employee to acquire the skills necessary for the performance of the vacant position (including formal qualifications if required by the CEO for performance of the vacant position) and the employee concerned shall undertake such retraining when required by the CEO.

Where an employee needs retraining to take a redeployed position, and is willing to undertake such training, the CEO in consultation with the employee concerned shall decide on any training required to fulfil the position.

All on and off the job training shall be in accordance with Clause 60 of this Agreement.

## 68.8 RECEIPT OF PENALTIES

Where an employee, within three (3) months prior to redeployment, has been in receipt of any regular penalty, disability, or other allowance payable in respect of work performed during the normal hours of duty (which has not otherwise been annualised), an allowance shall be payable for a period of three (3) months or the number of weeks for which an employee would have been entitled to receive severance pay (whichever is the greater period of time). This will be paid following redeployment to maintain the average level of such additional payments as had been received in the three (3) months immediately prior to redeployment.

## 68.9 TRAVEL PROVISIONS

Where an employee is redeployed to an alternate work base the commencement and conclusion of work provisions of this Agreement shall apply for a period of three (3) months following redeployment.

## 68.10 DISPUTE

Any dispute arising out of redeployment and retraining shall be dealt with in accordance with the process for resolution of disputes outlined in Clause 70 of this Agreement.

## 68.11 SEVERANCE ENTITLEMENTS

An employee shall have access to the following entitlements in the case of redundancy.

1) Payment in lieu of notice will be four (4) weeks regardless of the period of service of the employee.

In addition to the above, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, shall be entitled to an additional one (1) week's notice.

- 2) Severance pay calculated on the basis of two (2) weeks for each completed year of service up to a maximum of 52 weeks' pay, or redundancy pay under the NES, whichever is the greater.
- 3) A lump sum payment of:
  - \$5,000 and \$2,500 for outplacement services, or
  - a \$7,500 lump sum payment with no outplacement,
 all payments are pro-rata for part-time employees.
- 4) A payment for the loss of motor vehicle usage as follows:
  - a) Where a motor vehicle is provided as part of a Senior Executive Officer's salary agreement under clause 22 of this Agreement, no payment shall be made but the value of the motor vehicle in accordance with the salary agreement shall form part of the employee's "rate of pay" for the purposes of determining the payment to be made pursuant to sub-clause 2 of this clause; or
  - b) Where a motor vehicle is provided in circumstances other than those specified in sub-clause 4(a) of this clause, the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the following amounts by 52 and adding that payment to an employee's weekly rate of pay for the purposes of determining the payment to be made pursuant to sub-clause 2 of this clause:
    - \$10,000 for full private use.
    - \$7,500 for limited private use.
    - \$2,400 for commuter use.
- 5) If the employee has more than five (5) years of 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.
- 6) An employee shall be granted time off for training, attendance at job interviews and/or specialist support, including the provision of in-house training on job search skills, for periods which in the aggregate does not exceed thirteen (13) days or the provision of outplacement services upon termination.
- 7) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall at the request of the CEO be required to provide proof of attendance of an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient proof of such attendance.

## 68.12 EMPLOYEES EXEMPTED

This clause 68 does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

- Probationary employees;
- Apprentices;
- Trainees engaged for the length of the training agreement;
- Employees engaged for a specific period of time or for a specific task or tasks; or
- Casual employees.

## 68.13 EMPLOYEE LEAVING DURING NOTICE PERIOD

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 66 of this Agreement. In this circumstance, the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with Council until the expiry of the notice, but will not be entitled to payment in lieu of notice.

## 68.14 OTHER ACCEPTABLE EMPLOYMENT

- 1) In a particular redundancy case, Council may make application to the FWC to have the general severance pay prescription varied if Council obtains other acceptable employment for an employee outside of Council.
- 2) This provision does not apply in circumstances involving transfer of business as set in clause 30 of this Agreement.

## 69. Replacement of Absences

The parties recognise the need to maintain appropriate levels of customer service and staffing during periods of leave to minimise any occupational stress which absences may impose on employees.

In order to achieve this, absences will be backfilled by appropriately trained employees when:

- As is practicable; and/or
- Employees are available; and/or
- Adequate notice is given.

Preference will be given to permanent staff (or appointing appropriately qualified casuals). Agency hire staff will be employed as a last resort under the same terms and conditions as permanent employees.

Positions with a direct customer service focus should be backfilled as a matter of priority.

The assessment and approval of replacement of absences will be subject to the following process:

- The employee taking leave and their manager shall discuss the reallocation of all or part of the critical components of the employee's job to other employees – taking into account seasonal work demands, current projects, length of absence, workloads and current operational practices.

## 70. Settlement of Disputes and Grievances

The parties to this Agreement are committed to good industrial relations based on consultation and goodwill. Council shall advise employees subject to this procedure that they may be represented by their union at any stage of this procedure.

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.

During a dispute the parties are committed to negotiation being the key to resolution.

### 70.1 DISPUTE RESOLUTION PROCEDURE

If a dispute relates to:

- A matter arising under the agreement; or
- The National Employment Standards (NES); or
- Banding disputes, position descriptions, or classifications; or
- Other workplace matters as agreed between the parties, this clause sets out procedures to resolve the dispute.

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

A union representative appointed by the employee, who is also an employee of the Council, shall have reasonable access to resources and time to perform this role.

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

The FWC may deal with the dispute in two (2) stages:

- the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if the FWC is unable to resolve the dispute at the first stage, FWC may then:
  - arbitrate the dispute; and
  - make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act, therefore an appeal may be made against the decision.

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

- an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and



- there will be no change to existing work or management practices or procedures, so that the status quo is maintained i.e. the work practices in place immediately prior to the dispute arising.

The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

## 70.2 POSITION CLASSIFICATION DISPUTES

Any grievance or dispute concerning the classification of a position shall be dealt with in accordance with the process for settlement of disputes outlined in clause 70.1 of this Agreement and the flow chart per Appendix 3 – Position Classification Dispute Process.

## 71. Staff Consultative Committee

### 71.1 MEMBERSHIP

The Staff Consultative Committee (SCC) membership will consist of equal numbers of employees and representatives of management. Elected union Delegates have automatic membership to the SCC.

### 71.2 AUTHORITY / REPORTING RELATIONSHIP

The SCC shall, where appropriate, provide recommendations and advice to the CEO or the CEO's delegated representatives on matters determined by the Staff Consultative Committee Charter.

SCC meetings should be held at least bi-monthly between the months of February and December at a predetermined time and place. A secretary shall be nominated to record minutes of meetings.

Agendas shall be prepared and distributed in advance to all SCC members, and shall together with the minutes be provided to SCC members, and posted on staff notice boards.

The SCC shall resolve issues by consensus. In the absence of a consensus, the CEO or the CEO's delegated representative in making a decision shall take into account the respective views of the SCC representatives.

Employees shall be paid for attending SCC meetings.

### 71.3 ANNUAL STAFFING LEVELS

The SCC shall receive an annual staffing level report to monitor excess use of temporary, casual and agency staff.

## Section 7: Endorsement

The parties to the Agreement indicate their acceptance of the terms and conditions contained by signing below.

For and on behalf of:

**Alpine Shire Council**  
2-6 Churchill Avenue  
BRIGHT VIC 3741



Name: William Jeremy  
Title: Chief Executive Officer

Date 25/03/2024

For and on behalf of:

**The Australian Services Union**  
Victorian Authorities & Services Branch  
PO Box 37  
CARLTON SOUTH VIC 3053

Name:

Title:

Date

For and on behalf of:

**The Australian Nursing and Midwifery Federation**  
Victorian Branch  
535 Elizabeth Street  
MELBOURNE VIC 3000

Name: Lisa Fitzpatrick

Title: Secretary

Date

For and on behalf of:

**Alpine Shire Council Employees**  
2-6 Churchill Avenue  
BRIGHT VIC 3741.

Name:

Title:

Date

## Appendix 1: Salary Schedules

### A.1: YEAR ONE – BANDS 1 TO 8 – FROM JULY 2023

Note: \$500 end of band payment has been built into the 'D' levels in Bands 1, 3, 4, 5 & 7 and 'C' levels of Bands 2 & 6.

Band		A	B	C	D
1	Hourly	\$ 29.59310	\$ 29.87390	\$ 30.15170	\$ 30.69160
	Weekly	\$ 1,124.54	\$ 1,135.21	\$ 1,145.76	\$ 1,166.28
	Annually	\$ 58,475.97	\$ 59,030.83	\$ 59,579.76	\$ 60,646.60
2	Hourly	\$ 30.83100	\$ 31.17260	\$ 31.80580	
	Weekly	\$ 1,171.58	\$ 1,184.56	\$ 1,208.62	
	Annually	\$ 60,922.06	\$ 61,597.06	\$ 62,848.26	
3	Hourly	\$ 31.88540	\$ 32.50410	\$ 33.16520	\$ 33.86380
	Weekly	\$ 1,211.65	\$ 1,235.16	\$ 1,260.28	\$ 1,286.82
	Annually	\$ 63,005.55	\$ 64,228.10	\$ 65,534.44	\$ 66,914.87
4	Hourly	\$ 34.10840	\$ 34.35300	\$ 35.02090	\$ 35.80800
	Weekly	\$ 1,296.12	\$ 1,305.41	\$ 1,330.79	\$ 1,360.70
	Annually	\$ 67,398.20	\$ 67,881.53	\$ 69,201.30	\$ 70,756.61
5	Hourly	\$ 36.34130	\$ 37.80390	\$ 39.46830	\$ 41.48490
	Weekly	\$ 1,380.97	\$ 1,436.55	\$ 1,499.80	\$ 1,576.43
	Annually	\$ 71,810.41	\$ 74,700.51	\$ 77,989.36	\$ 81,974.16
6	Hourly	\$ 43.02660	\$ 44.84000	\$ 46.99320	
	Weekly	\$ 1,635.01	\$ 1,703.92	\$ 1,785.74	
	Annually	\$ 85,020.56	\$ 88,603.84	\$ 92,858.56	
7	Hourly	\$ 47.98710	\$ 49.74670	\$ 51.61100	\$ 53.82180
	Weekly	\$ 1,823.51	\$ 1,890.37	\$ 1,961.22	\$ 2,045.23
	Annually	\$ 94,822.51	\$ 98,299.48	\$ 101,983.34	\$ 106,351.88
8	Hourly	\$ 55.54420	\$ 57.60180	\$ 59.78740	\$ 62.42880
	Weekly	\$ 2,110.68	\$ 2,188.87	\$ 2,271.92	\$ 2,372.29
	Annually	\$ 109,755.34	\$ 113,821.16	\$ 118,139.90	\$ 123,359.31

## A.2: YEAR ONE – MCH NURSES – FROM 1 JULY 2023

Classification	\$ per Hour
Entry Level base rate (graduate to 2 years)	\$ 51.5174
Experienced base rate (greater than 2 years)	\$ 52.8495

## A.3: YEAR ONE – POOL EMPLOYEES – FROM 1 JULY 2023

Classification	\$ per Hour Permanent Employee	\$ per Hour Casual Employee
Lifeguard (Supervised)	\$ 25.8684	\$ 32.3355
Learn to Swim Instructor	\$ 26.8052	\$ 33.5065
Lifeguard (Supervising)	\$ 26.8052	\$ 33.5065
Lifeguard Team Leader	\$ 27.1842	\$33.9803

## A.4: YEAR TWO – BANDS 1 TO 8 – FROM 1 JULY 2024

Note: \$500 end of band payment has been built into the 'D' levels in Bands 1, 3, 4, 5 & 7 and 'C' levels of Bands 2 & 6.

Band		A	B	C	D
1	Hourly	\$ 30.40691	\$ 30.69543	\$ 30.98087	\$ 31.53562
	Weekly	\$ 1,155.46	\$ 1,166.43	\$ 1,177.27	\$ 1,198.35
	Annually	\$ 60,084.05	\$ 60,654.17	\$ 61,218.20	\$ 62,314.38
2	Hourly	\$ 31.67885	\$ 32.02985	\$ 32.68046	
	Weekly	\$ 1,203.80	\$ 1,217.13	\$ 1,241.86	
	Annually	\$ 62,597.41	\$ 63,290.98	\$ 64,576.69	
3	Hourly	\$ 32.76225	\$ 33.39796	\$ 34.07724	\$ 34.79505
	Weekly	\$ 1,244.97	\$ 1,269.12	\$ 1,294.94	\$ 1,322.21
	Annually	\$ 64,738.20	\$ 65,994.37	\$ 67,336.63	\$ 68,755.03
4	Hourly	\$ 35.04638	\$ 35.29771	\$ 35.98397	\$ 36.79272
	Weekly	\$ 1,331.76	\$ 1,341.31	\$ 1,367.39	\$ 1,398.12
	Annually	\$ 69,251.65	\$ 69,748.27	\$ 71,104.33	\$ 72,702.41
5	Hourly	\$ 37.34069	\$ 38.84351	\$ 40.55368	\$ 42.62573
	Weekly	\$ 1,418.95	\$ 1,476.05	\$ 1,541.04	\$ 1,619.78
	Annually	\$ 73,785.20	\$ 76,754.77	\$ 80,134.07	\$ 84,228.45
6	Hourly	\$ 44.20983	\$ 46.07310	\$ 48.28551	
	Weekly	\$ 1,679.97	\$ 1,750.78	\$ 1,834.85	
	Annually	\$ 87,358.63	\$ 91,040.45	\$ 95,412.17	
7	Hourly	\$ 49.30675	\$ 51.11473	\$ 53.03030	\$ 55.30190
	Weekly	\$ 1,873.66	\$ 1,942.36	\$ 2,015.15	\$ 2,101.47
	Annually	\$ 97,430.13	\$ 101,002.71	\$ 104,787.88	\$ 109,276.55
8	Hourly	\$ 57.07167	\$ 59.18585	\$ 61.43155	\$ 64.14559
	Weekly	\$ 2,168.72	\$ 2,249.06	\$ 2,334.40	\$ 2,437.53
	Annually	\$ 112,773.61	\$ 116,951.24	\$ 121,388.75	\$ 126,751.69

### A.5: YEAR TWO – MCH NURSES – FROM 1 JULY 2024

Classification	\$ per Hour
Entry Level base rate (graduate to 2 years)	\$ 52.9341
Experienced base rate (greater than 2 years)	\$ 54.3028

### A.6: YEAR TWO – POOL EMPLOYEES – FROM 1 JULY 2024

Classification	\$ per Hour Permanent Employee	\$ per Hour Casual Employee
Lifeguard (Supervised)	\$ 26.6052	\$ 33.2566
Learn to Swim Instructor	\$ 27.5423	\$ 34.4279
Lifeguard (Supervising)	\$ 27.5423	\$ 34.4279
Lifeguard Team Leader	\$ 27.9318	\$ 34.9147

### A.7: YEAR THREE – SALARY SCHEDULES

Year three salary schedules will be produced and circulated to staff, as soon as reasonably practical following the release of the official Rate Cap as advised by the Minister for Local Government in December 2024.

## Appendix 2: Classification Definitions

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.

### A.1: EMPLOYMENT BAND 1

A position in this Band has the following job characteristics:

#### 1.1 Accountability and Extent of Authority

- An employee in this Band performs broad tasks involving the utilisation of a range of basic skills.
- Works under routine supervision either individually or in a team environment.
- Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
- Is responsible for the quality of their work.
- Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.

#### 1.2 Judgement and Decision Making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work task.

#### 1.3 Specialist Knowledge and Skills

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

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

#### 1.4 Inter-Personal Skills

Position in this Band may require basic oral communication skills and where appropriate written skills, with customers, members of the public and other employees.

#### 1.5 Qualifications and Experience

An employee in this Band will have commenced on-the-job training which may include an induction course. Indicative but not exclusive of the qualifications required in this Band are the following:

- Basic construction and maintenance work.

- Introduction to basic horticulture.
- Communication skills including radio procedures.
- Recreation Centre maintenance.
- Basic concreting and bitumen work.

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



## A.2: EMPLOYEE BAND 2

A position in this Band has the following job characteristics:

### 2.1 Accountability and extent of authority

- An employee in this Band performs broad tasks involving utilisation of developed skills.
- Works in a team environment or works individually under routine supervision.
- Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- May assist others in the supervision of work of the same or lower band.
- Is responsible for assuring the quality of work performed.
- Employees in this Band may provide on-the-job training based on their skill and experience.

### 2.2 Judgement and decision making

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

Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

### 2.3 Specialist Knowledge and Skills

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

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipelaying to line and grade from a plan.
- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Wastewater Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including inter-personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).

- Implement an early childhood program under direct supervision.

## **2.4 Inter-personal skills**

Positions in this Band require oral communication skills and where appropriate written skills, with customers, members of the public and other employees.

## **2.5 Qualifications and experience**

As a minimum an employee in this Band will have satisfactorily completed the requirements of Band 1 or equivalent. Indicative but not exclusive of the qualifications required in this Band are the following:

- Licence or certification in explosives handling.
- Advanced construction and maintenance.
- Basic VDU operation.
- Advanced horticultural course.
- Communication skills including radio operation.
- Inventory control.

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

## A.3: EMPLOYEE BAND 3

A position in this Band has the following job characteristics:

### 3.1 Accountability and Extent of Authority

#### Outdoor Employees

Employees perform work under general supervision.

Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.

Positions in this Band may be required to supervise and coordinate others in similar or related work.

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

These positions are essentially doing jobs and are often the providers of information and support to customers and/or to more senior employees.

The work is performed within specific guidelines and under general supervision.

The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.

Outcomes of work are readily observable.

The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

### 3.2 Judgement and Decision Making

#### Outdoor Employees

These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.

The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

#### All Other Employees

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

### 3.3 Specialised Knowledge and Skills

#### Outdoor 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 adaption.

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

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

#### All Other Employees

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.

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

### 3.4 Management skills

#### Outdoor Employees

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

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

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.

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

### **3.5 Inter-personal Skills**

#### **Outdoor Employees**

Positions in this Band require skills in oral and written communication with customers, 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 customers, other employees and members of the public and in the resolution of minor problems.

### **3.6 Qualifications and Experience**

#### **Outdoor 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:

- Trade Certificate or equivalent.
- 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**

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.

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.

## A.4: EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

### 4.1 Accountability and Extent of Authority

#### Outdoor Employees

They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.

Positions in this Band provide direction, leadership and on-the job training to supervised employees or groups of employees.

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

Some positions in this Band are essentially doing jobs and are often the providers of information to customers and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate customers.

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.

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

The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or customers, or to internal procedures and processes.

### 4.2 Judgement and decision making

#### Outdoor Employees

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.

For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

Guidance and counsel are always available within the time available to make a choice.

### **All Other Employees**

Employees in this Band require:

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

## **4.3 Specialist Knowledge and Skills**

### **Outdoor 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 programs 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:

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

### **All Other Employees**

Employees in this Band require:

- An understanding of the relevant technology, procedures and processes used within their operating unit.
- 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.
- Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

## **4.4 Management Skills**

### **Outdoor Employees**

Some positions in this Band are at the "work face" while others involve supervision of employees or groups of employees.

All employees at this level should have sufficient freedom to plan their work at least a week in advance. Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.

Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

#### **All Other Employees**

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.

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

### **4.5 Inter-personal skills**

#### **Outdoor Employees**

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.

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

#### **All Other Employees**

Positions in this Band require the ability to gain co-operation and assistance from customers, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.

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

### **4.6 Qualifications and experience**

#### **Outdoor 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**

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



## A.5: EMPLOYEE BAND 5

A position at this level has the following characteristics:

### 5.1 Accountability and extent of authority

#### Outdoor Employees

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.

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.

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

Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate customers 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, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

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

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

### 5.2 Judgement and decision making

#### Outdoor Employees

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.

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**

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.

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

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

## **5.3 Specialist knowledge and skills**

### **Outdoor Employees**

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

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.

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

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**

Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.

Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.

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.

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

## **5.4 Management skills**

### **Outdoor Employees**

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.

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**

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.

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

## **5.5 Interpersonal skills**

### **Outdoor Employees**

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

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**

These positions require the ability to gain co-operation and assistance from customers, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.

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

## **5.6 Qualifications and experience**

### **Outdoor Employees**

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.

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**

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

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.

## A.6: EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

### 6.1 Accountability and extent of authority

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

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.

In positions where the prime responsibility is to provide specialist advice to customers or to regulate customers, 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 customers may be significant but it is usually subject to appeal or review by more senior employees.

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.

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.

### 6.2 Judgement and decision making

The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

### 6.3 Specialist Knowledge and Skills

Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.

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.

Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

## **6.4 Management Skills**

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.

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 development.

## **6.5 Inter-personal Skills**

These positions require the ability to gain co-operation and assistance from customers, members of the public and other employees in the administration of defined activities and in the supervision of other employees.

All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

## **6.6 Qualifications and Experience**

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

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.

## A.7: EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

### 7.1 Accountability and Extent of Authority

Positions in this Band may manage resources and/or provide advice to or regulate customers and/or participate in the development of policy.

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.

In positions where the prime responsibility is to provide specialist advice to or regulate customers, 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 customers or classes of customers.

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.

All positions in this Band would have an 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 in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

### 7.2 Judgement and Decision Making

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.

In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

### 7.3 Specialist Knowledge and Skills

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

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.

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.

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

#### **7.4 Management Skills**

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.

In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes.

They would be also expected to contribute to the development and implementation of long term staffing strategies.

#### **7.5 Inter-personal Skills**

These positions require the ability to gain co-operation and assistance from customers, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.

Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

#### **7.6 Qualifications and Experience**

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

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.



## A.8: EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

### 8.1 Accountability and Extent of Authority

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

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.

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.

In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by 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.

### 8.2 Judgement and Decision Making

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Council.

### 8.3 Specialist Knowledge and Skills

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.

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.

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

### 8.4 Management Skills

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.

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

### **8.5 Inter-personal Skills**

Positions require the ability to persuade, convince or negotiate with customers, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives.

Employees at this level must be able to lead, motivate and develop other employees.

### **8.6 Qualifications and Experience**

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.

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.

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

## **A.9: MINIMUM CLASSIFICATIONS**

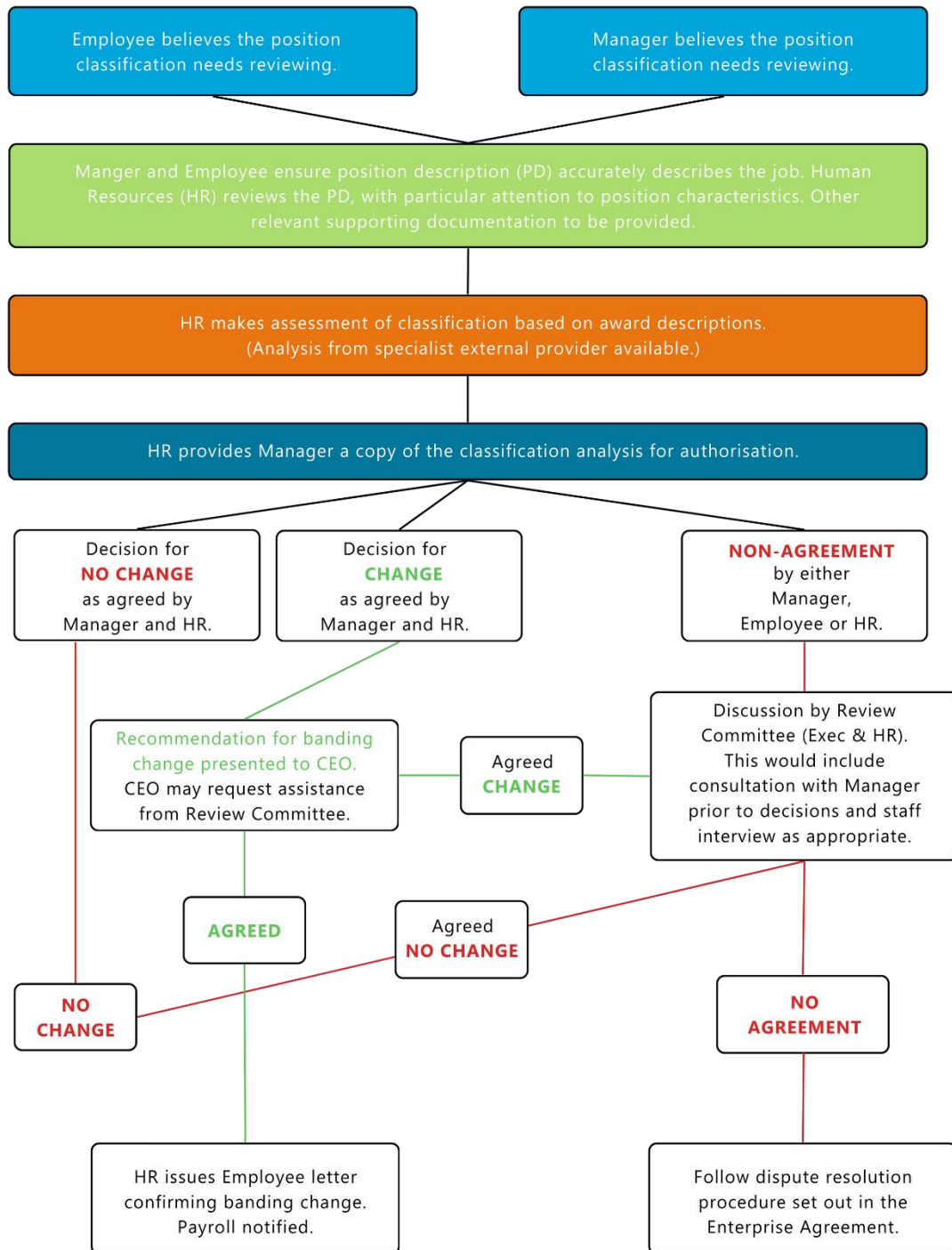
The minimum classification for employees are as follows:

- Indoor employees – Band 2 Level C
- 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 (see below) – Band 6 Level A.

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; or
- have graduated in a four year or a five year course at a university recognised by the Institute of Engineers Australia and have four years' experience in professional engineering duties since becoming a qualified engineer; or
- having not graduated, have five years of such experience.

## Appendix 3: Position Classification Dispute Process



## Appendix 4: Flexible Working Provisions

Note: this clause is read in conjunction with the NES – section 65 of the *Fair Work Act 2009* (Requests for flexible working arrangements). Also refer to Part A of this Agreement, specifically clauses 42 (Work from Home) and 43 (Flexible Start Time).

Employees may request flexible working provisions to support work life balance, which may include changes to hours of work, patterns or locations of work. Employee requests must be made in writing, explain the change being requested and the reason for the request.

Should the employee be requesting flexible work provisions as the employee:

- is a parent, or has responsibility for the care, of a child who is school aged or younger;
- is a carer (under the *Carer Recognition Act 2010*);
- has a disability;
- is 55 years or older;
- is pregnant;
- is experiencing family and domestic violence or
- is providing care or support to an immediate family or household member who is experiencing family and domestic violence,

Then the request will only be refused after trying to reach an agreement on potential alternative arrangements and on reasonable business grounds.

All requests will be responded to in writing within 21 days.

Should an employee dispute the refusal of a flexible working provision the matter may be addressed through the Dispute Resolution Procedure contained in clause 70.

### A.1: FLEXIBLE MODES OF EMPLOYMENT

#### 1.1 Flexible Fulltime Employment

Employees work full days on an on-going basis for at least 38 hours per week with flexible start and finish times. Under this arrangement staff must be at work during the core hours set for their work area, but have flexibility in terms of attendance (start/finish times and meal breaks).

#### 1.2 Graduated Part-time Employment

Employees returning from parental leave or moving into retirement may build up to, or down from, full-time work with part-time hours.

#### 1.3 Job Share

Two (2) part-time employees share one (1) full-time job. The actual days and hours of work for each employee are fixed by agreement with their manager.

## **1.4 Working from Home**

Employees work from home on a full-time, part-time or short-term basis, and in accordance with the flexible work hours.

## **A.2: FLEXIBLE WORK ARRANGEMENTS**

### **2.1 Flexible Job Design**

Being flexible in the 'way, when and where' work is done. Redesign jobs and how the work is arranged, organised, allocated and managed.

### **2.2 Meeting Times**

Being flexible when arranging meeting times and training courses for employees working part time, or with child care or study commitments.

### **2.3 Consultative Rostering**

Consulting with employees when arranging rosters which meet both Council's needs and the employees' commitments outside work.

## **A.3: FLEXIBLE WORK HOURS**

### **3.1 Flexible Work Hours**

Employees have some flexibility with regard to start and finish times, but work the prescribed core working hours each day. Staff may work ordinary hours on a flexible basis within the span of 8:00am to 8:00pm Monday to Friday. Extra hours could be accrued and taken as time in lieu.

### **3.2 Increased Span of Ordinary Work Hours**

Normal work hours are extended beyond the 8:30am to 5:15pm arrangement to increase flexibility for employees, and assist Council meet workload demands, customer needs, and reduce the need to pay overtime or shift penalties. Employees can take time off in lieu of payment for any extra hours worked.

### **3.3 Rostered Days Off and Time in Lieu**

Overtime or additional hours worked are taken as time off work in lieu of payment at an agreed time.

### **3.4 Compressed Work Week**

The hours in a work cycle are compressed into fewer shifts. For example ten (10) hour work days or shifts, allowing full hours to be worked over four (4) days rather than five (5) days.

### **3.5 Shift Exchange**

Employees can exchange shifts to meet personal commitments.

### 3.6 Voluntary Reduced Work Hours

Employees may elect to work less than fulltime hours upon a regular ongoing basis. (Part-time conditions of employment apply.)

### 3.7 Transition to Retirement

Employees may elect to vary their employment arrangements leading up to retirement.

## A.4: FLEXIBLE LEAVE ARRANGEMENTS

The following flexible leave arrangements can provide Council with greater flexibility, financial savings and improved efficiency and productivity.

### 4.1 Flexible Annual and Long Service Leave Arrangements

Employees can take annual leave and long service leave in single weeks or days.

### 4.2 Self-funded Leave

Employees work full-time or part-time hours with proportionately reduced pay to self-fund additional leave. The income earned is averaged and paid over the full period of work and leave. The self-funded leave models are:

Reduction Against 52/52 Salary	Recreation Leave (per annum)	Additional Leave Available (per annum)	Total Leave (per annum)
51/52	20 days	5 days	25 days
50/52	20 days	10 days	30 days
49/52	20 days	15 days	35 days
48/52	20 days	20 days	40 days

### 4.3 Leave Without Pay

Employees can take leave without pay for up to 52 weeks for personal, travel or education purposes. Annual leave, long service leave and accrued time in lieu should be exhausted first.

### 4.4 Five Year Extended Leave

The five year extended leave scheme allows the employee, with the consent of Council, over a four (4) year period to receive 80% of the salary they would be entitled to in accordance with contract of employment and Agreement conditions, and to take a fifth year paid leave at 80% of the salary rate. Employees should seek their own independent financial advice before accessing the scheme.

## Appendix 5: Outdoor Employees

This Appendix only applies to employees who are known as Outdoor Employees who undertake physical work and are classified as Band 1 – 5 in accordance with the classifications set out in Appendix 2 of the Agreement.

### A.1: SPECIAL ENGAGEMENT

Employees engaged under a special engagement in this clause will be paid their ordinary rate of pay for their classification plus a 25% loading and the industry allowance if applicable..

Employees engaged on special engagement may work:

- 38 hours per week, not more than eight (8) hours per day in continuous periods (except for a meal break) on any five (5) consecutive days of the calendar week; or
- in accordance with a roster agreed between the employee (or if more than one employee, the majority of employees concerned) and Council, provided that the:
  - ordinary hours fixed by the roster shall not exceed 38 hours in a week and up to 152 hours in any consecutive four (4) week period; and
  - ordinary hours of duty on any day will be those specified on the roster for that day; and
  - roster may only be altered by Council by providing three (3) weeks' notice; or

by agreement between Council and the employee.

### A.2: ALLOWANCES

#### 2.1 Employee in Charge

An employee classified as Band 1 or 2 who is authorised to take charge of other employees and is required to set out work or see that work is carried out will be paid an allowance as follows:

- If the employee is in charge of 2 to 6 employees, \$14.37 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradepersons).
- If the employee is in charge of 7 to 15 employees, \$24.37 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradepersons).
- If the employee is in charge of over 15 employees, \$32.27 per week above the highest paid employee under their direction (excluding plant operators, motor truck drivers and tradepersons).

The allowance shall increase annually in accordance with clause 16.1.

The allowance in this clause will also be payable where an employee-in-charge is of a higher classification and performs work with their crew.

## 2.2 Industry Allowance

An employee will be paid an allowance at the rate of \$0.6339 per hour to compensate for any of the following disabilities of the industry, namely, being subject to:

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

The industry allowance will not apply to employees in the following categories of employment:

- Swimming Pool/Recreation Centre Attendant Chlorinating or Non-Chlorinating (where grounds maintenance is part of the full-time duties the allowance will be paid);
- Cleaner.

## 2.3 Higher Duties

An employee directed by Council to perform duties carrying a higher rate of pay than their classification for a whole day will be paid at the commencement level of the higher classification Band, except where particular levels within Bands are provided for specific positions (e.g., vehicle drivers).

For the purposes of this clause, a day is defined as:

- a) the ordinary hours of work for a full time employee in the particular work section where higher duties are performed.
- b) the actual hours worked, provided more than two hours are undertaken on any day, for part time and casual employees.

## 2.4 Dead Animal Allowance

An employee removing and destroying or burying any dead animal(s) will be paid an allowance as follows:

- Large animal - \$10.00
- Medium animal - \$7.50
- Small animal - \$5.00

The allowance will be payable for any day on which such duties were carried out.



Where more than one of the above classes of animals is dealt with on any day, the amount payable will be for the highest class of animal dealt with.

The dead animal allowance shall increase annually in accordance with clause 16.1.

## **2.5 Overtime meal allowance**

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.

Meal allowances will be paid at the rate prescribed in clause 18.4 – Overtime Meal Allowance.

## **2.6 Transport allowance**

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.

If by mutual agreement Council and the employee agree that the employee will provide their own vehicle, the employee will be paid an allowance in accordance with clause 18.6.

## **A.3: LOSS OR DAMAGE TO CLOTHING AND SPECTACLES**

Council will be responsible up to a maximum of \$440.34 for an employee's clothing which may be destroyed by fire, or other disaster, in a locker room or other storage. Provided that such destruction is not in any way caused by the employee's own act or neglect.

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

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

## **A.4: MEAL AND TEA BREAKS**

Employees (other than part time or casual employees) will be allowed, without deduction of pay, a break of twenty (20) minutes per day. Breaks may be taken in up to two (2) separate periods by agreement. Where a part time or casual employee works before and continues to work after a recognised tea break, then the employee will be entitled to that tea break.

Further to the meal break provisions in clause 33.3, for work done during meal hours and until a meal break is allowed, employees will be paid at a rate of time and a half.

An employee will not be compelled to work for more than six (6) hours without a recognised meal break. If the continuance of work is reasonably 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.

## A.5: OVERTIME

### 5.1 Payment for overtime

Payment of overtime rates is as follows:

- Overtime on Monday to noon on Saturday (inclusive) will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- Overtime on a Saturday after noon will be paid at the rate of double time for all hours worked provided that:
  - there will be a minimum payment for three (3) hours of work for full time employees.
  - there will be a minimum payment for one (1) hour for part time and casual employees.
- Overtime on a Sunday will be paid at the rate of double time for all hours worked provided that:
  - there will be a minimum payment of three (3) hours of work for full time employees.
  - there will be a minimum payment for one (1) hour for part time and casual employees.
- All work on public holidays will be overtime and will be paid in accordance with the following:
  - for time worked within the employee's ordinary hours – time and a half in addition to the employee's normal salary for the day.
  - for time worked outside the employee's ordinary hours – double time and a half.
  - there will be a minimum payment of three (3) hours of work for full time employees.
  - there will be a minimum payment for one hour for part time and casual employees.

### 5.2 Call out Overtime

Employees called out to work overtime after leaving their place of employment (whether notified before or after leaving such place of employment) will be paid the following overtime rates:

- Call out overtime on Monday to Friday will be paid in accordance with the following:
  - Where an employee works for two (2) hours or less, there will be a minimum payment for three (3) hours paid at time and a half.
  - Where an employee works more than two (2) hours there will be a minimum payment of three (3) hours paid at time and a half for the first two (2) hours and double time thereafter.

- Call out overtime on a Saturday will be paid in accordance with the following:
  - Where an employee works for two (2) hours or less at any time on the day, at a rate of time and a half, with a minimum payment of three (3) hours worked.
  - Where an employee works more than two (2) hours and where all or part of those hours are before noon, a maximum of two (2) hours will be paid at time and a half with the remainder of the three (3) hour minimum or time worked to be paid at double time.
  - Where an employee works for more than two (2) hours and where all hours are worked after 12 noon, the minimum payment and/or time worked will be paid at double time.
  
- Call out overtime on a Sunday will be paid at Sunday overtime rates and will be paid in accordance with the following:
  - for the first call out, with a minimum payment of three (3) hours of work.
  - for each subsequent call out paid for actual time worked.
  
- Call out overtime on public holidays will be paid at public holiday rates and will be paid in accordance with the following:
  - for the first call out, with a minimum payment of three (3) hours of work.
  - for each subsequent call out paid for actual time worked.

## Appendix 6: Recreation Centre Officers

### A.1: PAYMENT OF OVERTIME

Recreation centre employees will be entitled to payment of overtime as follows:

- Overtime on Monday to Saturday (inclusive), overtime will be paid at the rate of time and a half for the first three hours and double time thereafter.
- Overtime on a Sunday will be paid at the rate of double time for all hours worked. For full-time employees, there will be a minimum payment for three (3) hours worked. For part time and casual employees, there will be a minimum payment for one (1) hour.
- All work on public holidays will be overtime and will be paid in accordance with the following:
  - for time worked within the employee's ordinary hours – time and a half in addition to the employee's normal salary for the day.
  - for time worked outside the employee's ordinary hours – double time and a half.
  - there will be a minimum payment of three (3) hours of work for full time employees.
  - there will be a minimum payment for one (1) hour for part time and casual employees.

### A.2: MEAL ALLOWANCE

An employee who is required to work overtime which extends until after a recognised meal break and such work is:

- a) in excess of one and a half hours which is continuous from their normal working hours; or
- b) of five (5) consecutive hours or more on a non-ordinary workday,

will be provided with an unpaid meal break and a first meal allowance as provided for in clause 18.4.

The meal allowance will not be payable under this clause if an employee can return to their place of residence for the purpose of taking a meal break or the Council provides a suitable meal.

### A.3: CLAUSES SPECIFIC TO POOL EMPLOYEES

#### 3.1 Ordinary Hours of Work

Ordinary hours of work for pool employees are in accordance with clause 33.2 for Recreation Centre Employees. A pool employee may work ordinary hours outside of the span provided in clause 33.2 for Recreation Centre Employees, provided the employee is paid overtime rates in accordance with clause 1 of Appendix 6 – Recreation Centre Officers.

### 3.2 Rates of Pay

Rates of pay for Pool employees are contained in Appendix 1 – Salary Schedules.

### 3.3 Allowances

A Lifeguard (supervising) and Lifeguard Team Leader who is required by Council to supervise other employees will be paid an allowance in addition to their classification rate of pay in accordance with the VLGA as increased from time to time.

### 3.4 Junior Rates

Junior rates of pay will apply to pool employees in accordance with the following table:

Age	% of Minimum Hourly Salary
At 16 years and under	55%
At 17 years	65%
At 18 Years	75%
At 19 years	85%
At 20 years	95%

### 3.5 Breaks

A pool employee will not be required to work more than five (5) hours without receiving an unpaid meal break of 30 minutes.

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

### 3.6 Weekends

Pool employees are not entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00am and 10.00pm. All other weekend hours for pool employees will be paid at overtime rates as per clause 1 of Appendix 6 – Recreation Centre Employees.

### 3.7 Public Holidays

Clause 1 of Appendix 6 – Recreation Centre Employees relating to public holidays will not apply to pool employees.

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



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

# Nurses (ANMF—Victorian Local Government) Award 2015

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 1 July 2021 ([PR729395](#) and [PR729576](#)).

Clause(s) affected by the most recent variation(s):

14 - Minimum weekly wages

17—Allowances

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## Part 1—Application and Operation

### 1. Title

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

### 2. 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 13. 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.

### 3. Commencement

3.1 This award commences on 20 July 2015.

3.2 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.

### 4. Definitions

[Varied by [PR571150](#)]

4.1 In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009*

**AHPRA** means the Australian Health Practitioner Regulation Agency

**basic training** means training for registration as a Registered nurse

**Commission** means the Fair Work Commission

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

## Nurses (ANMF – Victorian Local Government) Award 2015

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

[Definition of **Maternal and child health nurse** substituted by [PR571150](#) ppc 20Jul15]

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

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

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

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

**NMBA** means the Nursing and Midwifery Board of Australia

**standard rate** means the rate defined in clause 14—Minimum weekly wages

**uniform** means such apparel as may be required by the employer

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

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

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

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

## **6. The National Employment Standards and this award**

The [NES](#) and this award contain the minimum conditions of employment for employees covered by this award. Clause 6 does not apply to any minimum conditions in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

## **7. Award flexibility**

**7.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**Nurses (ANMF – Victorian Local Government) Award 2015**

- 7.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 7.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation

#### 8.1 Consultation regarding major workplace change

##### (a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **8.2 Consultation about changes to rosters or hours of work**

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

**8.3** Clause 8 does not apply to consultations about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

## **9. Dispute resolution**

**9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

**9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

- 9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.7** Clause 9 does not apply to disputes about any matter in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

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

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

#### **10.1 Employment categories**

- Employees under this award will be employed in one of the following categories:
  - (a) full-time;
  - (b) part-time; or
  - (c) casual.
- At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee’s skill, competence and training, consistent with the respective classification.

#### **10.2 Full-time employment**

- A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 19.1 of this award.

### **10.3 Part-time employment**

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

### **10.4 Casual employment**

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

## **11. Redundancy**

**11.1** Redundancy pay is provided for in the NES.

### **11.2 Transfer to lower paid duties**

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

### **11.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled



to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **11.4 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 12.3.

**11.5** Clause 11 does not apply in relation to redundancies in relation to which legislative power is not referred to the Commonwealth Parliament by the Victorian Referral.

## **12. Termination of employment**

**12.1** Notice of termination is provided for in the NES.

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

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

### **12.3 Job search entitlement**

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

## Part 4—Wages and Related Matters

### 13. Classifications

- 13.1** A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 14:
- (a) Maternal and child health nurse.
  - (b) Immunisation nurse.
  - (c) Maternal and Child Health Nurse Coordinator.
- 13.2** Where a Nurse is appointed with both maternal and child health and immunisation qualifications and is required to take charge of immunisation sessions and other duties such as relieving maternal and child health nurse, the nurse shall be classified as a Maternal child and health nurse and paid at the relevant year of experience.
- 13.3** Where a nurse is appointed to undertake immunisation duties, the nurse shall be classified as an Immunisation nurse and paid at the relevant year of experience.
- 13.4** Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a Maternal and child health nurse coordinator and paid at the relevant rate of pay contained in this Award.

### 14. Minimum weekly wages

[Varied by [PR579949](#), [PR592234](#), [PR606457](#), [PR707571](#), [PR718949](#), [PR729395](#)]

#### 14.1 Minimum wages

[14.1 varied by [PR579949](#), [PR592234](#), [PR606457](#), [PR707571](#), [PR718949](#), [PR729395](#) ppc 01Jul21]

<b>Classification</b>	<b>\$ per week</b>
<b>Maternal and child health nurse</b>	
1st year of experience	1389.30
2nd year of experience	1418.00
<b>Immunisation nurse</b>	
1st year of experience	1284.20
2nd year of experience	1305.90

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Classification	\$ per week
Maternal and Child Health Nurse Coordinator	1520.30
<u>standard rate (for allowance purposes only)</u>	1023.80

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

### **15. Payment of wages**

**15.1** Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

**15.2** Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

**15.3** When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

### **16. Higher duties**

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

### **17. Allowances**

[Varied by [PR571150](#), [PR579587](#), [PR592385](#), [PR606607](#), [PR704180](#), [PR707780](#), [PR719102](#), [PR729576](#)]

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

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

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- (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:

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

**17.2 On call allowance**

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

**17.3 Travelling, transport and fares**

[17.3(a) varied by [PR719102](#) ppc 01Jul20]

- (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 \$0.80 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

#### 17.4 Clothing and equipment

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

#### 17.5 Meal allowances

[17.5(a) varied by [PR579587](#), [PR592385](#), [PR606607](#), [PR704180](#), [PR707780](#), [PR719102](#), [PR729576](#) ppc 01Jul21]

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.78 in addition to any overtime payment as follows:
  - (i) when required to work overtime beyond one hour after the usual finishing hour of work, or in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

[17.5(a)(ii) varied by [PR579587](#), [PR592385](#), [PR606607](#), [PR704180](#), [PR707780](#), [PR719102](#), [PR729576](#) ppc 01Jul21]

- (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$12.42 will be paid.
- (b) Clause 17.5(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

**17.6 Higher qualifications allowance**

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

Hospital Certificate or Graduate Certificate	4% of the <a href="#">standard rate</a>
Post Graduate Diploma or	6.5% of the <a href="#">standard rate</a>
Masters or Doctorate	7.5% of the <a href="#">standard rate</a>

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

**17.7 Shift allowance**

[17.7(a) varied by [PR571150](#) ppc 20Jul15]

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.

[17.7(b) varied by [PR571150](#) ppc 20Jul15]

- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
- (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

[17.7(e) varied by [PR571150](#) ppc 20Jul15]

- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 28—Public holidays applies.

## **18. Superannuation**

### **18.1 Superannuation legislation**

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

### **18.2 Employer contributions**

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

### **18.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under subclauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.

### **18.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) to one of the following superannuation funds or its successor:

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

### **18.5 Absence from work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) 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**

### **19. Ordinary hours of work**

- 19.1** The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 19.2** The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 19.3** An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.



- 19.4** Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.
- 19.5** The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

## **20. Rest breaks between rostered work**

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

## **21. Accumulation and taking of accrued days off (ADOs)**

- 21.1** Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 19—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2** With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- 21.3** An employee will be paid for any accumulated ADOs, at minimum rates, on the termination of their employment for any reason.

## **22. Rostering**

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

## **23. Saturday and Sunday work**

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

## **24. Overtime**

### **24.1 Overtime penalty rates**

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 19—Ordinary hours of work, are to be paid as follows:
- (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Sunday—double time; and
  - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 17.7—Shift allowance.

### **(c) Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 24.1.

### **24.2 Time off instead of payment for overtime**

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

### **24.3 Rest period after overtime**

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive

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hours off duty between the work of successive days or shifts, including overtime.

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

### **24.4 Rest break during overtime**

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

### **24.5 Recall to work when on call**

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

### **24.6 Recall to work when not on call**

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

## 25. Summer time

25.1 Notwithstanding anything contained elsewhere in this award, whereby reason of legislation Summer time is prescribed as being in advance of the standard time, the length of any shift:

- (a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer time period; and
- (b) commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

25.2 In this clause **standard time** and **Summer time** shall bear the same meaning as are prescribed by legislation and **legislation** shall mean the *Summer Time Act 1972*, as amended or substituted.

## Part 6—Leave of absence and public holidays

### 26. Annual leave

[Varied by [PR571150](#)]

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

#### 26.1 Quantum of annual leave

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 26.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 26.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

## **26.2 Quantum of annual leave**

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

## **26.3 Payment for annual leave**

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

## **26.4 Annual leave loading**

[26.4(a) varied by [PR571150](#) ppc 20Jul15]

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay on a maximum of 152 hours/four weeks annual leave per annum.

[26.4(b) varied by [PR571150](#) ppc 20Jul15]

- (b) Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

## **26.5 Payment of annual leave on termination**

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

## **26.6 Christmas closedown**

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

## **27. Personal/carer's leave and compassionate leave**

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

## **27.2 Amounts of paid personal/carer's leave**

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

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

## **27.3 Compassionate leave entitlement**

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

## **28. Public holidays**

[Varied by [PR571150](#)]

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

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

[28.2(a) varied by [PR571150](#) ppc 20Jul15]

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.

[28.2(b) varied by [PR571150](#) ppc 20Jul15]

- (b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 28.2(a).

**28.3 Public holiday substitution**

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

**28.4 Public holidays occurring on rostered days off**

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

**28.5 Accrued days off on public holidays**

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

**28.6 Additional leave days by mutual agreement**

[28.6(a) varied by [PR571150](#) ppc 20Jul15]

- (a) In lieu of being paid double time under clause 28.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.

[28.6(b) varied by [PR571150](#) ppc 20Jul15]

- (b) Payment for any days taken as leave, accrued in accordance with clause 28.5 shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with clause 28.5 shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 28.5 shall be paid out to the employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 28.5 shall not be considered annual or personal/carer's leave for any purpose.

## 29. Ceremonial leave

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

## Part 7—Accident pay

### 30. Accident pay

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

- 30.1** An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic).
- 30.2** **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic) and the employee's appropriate 38 hour award rate; or in the case of a part-time employee, the pro rata award rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said award or pro rata rate for that period.
- 30.3** An employer will pay or cause to be paid accident pay as defined in clause 30.2, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.
- 30.4** The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 30.5** In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the employer to pay accident pay will cease from the date of such redemption.
- 30.6** Notwithstanding the provisions of this clause:
- (a) the liability to pay accident pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 39 weeks whichever is the lesser period.



- (b) where an employee has given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.