

## **FAIR WORK COMMISSION**

### **Fair Work Act**

#### **Section 156 – 4 Yearly Review of Modern Awards**

#### **Family Friendly Work Arrangements (AM2015/2)**

#### **Witness Statement of Michelle Ogulin**

1. My name is Michelle Ogulin. I am 35 years old. I am married with one child aged 2½, and at the time of making this statement, am 31 weeks pregnant with our second child.
2. I am currently employed at the City of Launceston (**the Council**) as a Natural Environment Officer – Strategy. I am employed under the [Launceston City Council Enterprise Agreement 2013-2016](#), a copy of which is **Attachment A** to this statement.

#### **Work and parenting responsibilities**

1. Our child attends childcare 3 days per week and started attending in early May 2016. The fees are \$99 per day, with about 46% of the cost refunded by the government through the childcare rebate.
2. My husband works full time and travels interstate for work for up to 20 weeks a year. As a result, I am primarily responsible for caring for our child.

#### **Employment arrangements**

3. I started working at the Council in July 2012 in a full-time, ongoing capacity as a Senior Waste Management Officer. I was employed to build and manage a team of 4 staff members in the Technical Services Department. I performed this role successfully to the best of my knowledge, and left to commence maternity leave in late September 2014.
4. I sought and was granted an extended period of maternity leave under our enterprise agreement, which included provision for the primary carer of a child to have up to 24 months of leave, the majority of which was unpaid. An extended period of leave gave me extra time to care for my child at home and allowed me to return to work when my child was 18 months old. I took a total of 20 months off work and returned to work on 26 April 2016. I received 14 weeks of paid leave from the Council and a further 18 weeks of paid leave through the federal government's paid parental leave scheme during this time.

### **Request for reduced hours**

5. Before I went on maternity leave in 2014, I had a meeting with the Director, Infrastructure Services to discuss my return to work. I indicated I would like to return part-time on a temporary basis until my youngest child started school. I was told by HR that I was entitled to request flexible working arrangements until my youngest child was of school age. I indicated that I would like to work three days per week – Monday, Tuesday and Friday. During this meeting, I referred to the HR Manager’s part-time work arrangement to support my request. At that point, the Director told me how inconvenient it was having the HR Manager work part-time and said that he could never get meetings with her.
6. In early March 2015, I contacted the HR department by telephone to formalise my request for reduced hours. I received a letter dated 15 March 2016 confirming the arrangement, a copy of which is attached and marked **Attachment B**.
7. On 22 March 2016, a few weeks before my return to work, I met with the Director, the Acting Senior Waste Management Officer and the Manager of Technical Services to discuss how my workload could be managed when I returned on reduced hours. At this meeting, the Director again expressed reservations about a part-time manager, and said he had never had to deal with this before within the Infrastructure Services Division.
8. On 18 April 2016 I had one final meeting before I returned to work to discuss how my role could be split between myself and the staff member who had been acting in my role while on maternity leave. At this meeting was a representative from HR, the Acting Manager of Technical Services and the Acting Senior Waste Management Officer. This meeting resulted in an agreed list of projects I would have carriage of and what could be delegated to others. Upon returning to work, I was to be responsible for managing the team.
9. I was advised by HR at some point during the discussions that once my child reached school age, I could either return to my substantive full-time role or negotiate alternative arrangements, in which case I would forego my substantive role. I had always envisaged that I would return full-time once my youngest started school.

### **Return to Work**

10. I returned to work on 26 April 2016 to my pre-maternity leave position on a part-time basis as per the agreement dated 15 March.

11. On 29 April 2016, despite the agreement reached at the 18 April meeting, I was told by my acting manager that one of my staff members would no longer report to me, and that the Director had made this decision because he did not believe I could manage the workload. The Director had not discussed this with me and I had no say in the matter.

### **Restructure**

12. On 31 May 2016, about five weeks after I had returned to work, I was notified by letter that there was a restructure planned and there would likely be substantial changes made to my role. I no longer have a copy of that letter, but I recall that it did not contain details of the proposed changes.
13. On 1 June 2016, I received a memorandum sent by the Acting Director to all Technical Services Department employees providing further detail about the proposed changes and seeking feedback. A copy of the memorandum I received is marked **Attachment C**. As part of the proposed restructure, the word “Senior” was to be removed from my job title – it was to become *Natural Environment Officer – Strategy* instead of *Senior Waste Management Officer* – and my responsibilities for managing a team were to be removed. I was told by the Acting Director at this point that my pay was to remain the same, and this was confirmed by HR when I received confirmation of my new role on 22 July 2016.
14. I provided a submission to management on 24 June 2016 outlining my concerns about the proposed changes to my role. I explained that I was deeply concerned about the change to my title, status and responsibility. I thought that it was clear that people would assume it was related to management’s dissatisfaction with my performance, even though I was reassured that this was not the case. I felt I was being forced to take a big step backwards in my career, and that this had occurred because I wanted to work part-time in my management role. A copy of my submission is **Attachment D**.
15. On 4 July 2016, a document making a definite decision to proceed with the restructure was provided to staff and was endorsed by the Directors on 5 July 2016. A copy of the paper outlining the decision of the Directors is **Attachment E**.
16. As a consequence of the restructure, my team was merged with another team to form a new team of 12 people. There was a new manager role leading the 12 person team, which was advertised internally. Someone had already been appointed to act in the new role in a full time capacity, and the acting role had not been offered to me. I believed I had relevant experience, knowledge and qualifications to manage the new team, so I spoke with my acting manager to tell her I intended to apply for the job. I felt that if I wanted to maintain a

management role, this was my only option. Job-sharing was not raised during this discussion, either by me or by her.

17. Based on the comments about part-time managers previously made by the Director, I felt it would be unlikely that my employer would be open to considering a job-sharing arrangement for the new manager position. After much consideration, I ultimately decided not to apply as I felt there was no way I could manage the role without job-sharing. I needed to work part-time so I could care for my daughter at home.
18. I received a letter on 22 July 2016 confirming my new role, a copy of which is at **Attachment F**. While I was deeply disappointed by the demotion, I felt I had little option but to accept the offer, which I formally did on 26 July 2016. I am still in the job as at the date of this statement.
19. I don't believe I was ever given a fair chance at being a part time manager. For the short-time that I performed the role part-time, I felt that it worked well. I scheduled regular weekly and fortnightly catch ups with my team members to ensure I was aware of their work demands and kept my acting manager informed of my workload and any issues within the team. There were no issues with my workload and the team continued to function well, as it had before I returned on reduced hours. I was able to perform my management duties as well as manage my responsibilities to care for our daughter.
20. I remain saddened by what happened to me. I had read stories of women facing discrimination upon returning to work after a period of maternity leave but did not think it would happen to me, particularly within a local government setting.



.....  
Michelle Ogulin

Date: 1 May 2017



# DECISION

*Fair Work Act 2009*

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

**Launceston City Council**

(AG2013/11676)

## **LAUNCESTON CITY COUNCIL ENTERPRISE AGREEMENT 2013**

Tasmania

COMMISSIONER LEE

MELBOURNE, 4 FEBRUARY 2014

*Application for approval of the Launceston City Council Enterprise Agreement 2013-2016.*

**[1]** An application has been made for approval of a single-enterprise agreement known as the *Launceston City Council Enterprise Agreement 2013-2016* (the Agreement). The application was made by Launceston City Council (the Applicant) pursuant to section 185 of the *Fair Work Act 2009* (the Act).

**[2]** The Applicant has provided written undertakings. A copy of the undertakings given is attached to this decision at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

**[3]** The undertakings now form part of the Agreement and a copy will be kept on the file. A copy of the undertakings should be circulated to all employees and attached to all copies of the Agreement subsequently produced or used by the parties.

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

**[5]** The Australian Municipal, Administrative, Clerical and Services Union and the Association of Professional Engineers, Scientists and Managers, Australia have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

[6] The Agreement is approved, and, in accordance with section 54 of the Act, will operate from 11 February 2014. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

**Annexure A:**

FAIR WORK AUSTRALIA

LAUNCESTON CITY COUNCIL  
(Applicant)

(AG2013/11676)

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***Undertakings provided by the Launceston City Council (Employer) for the Launceston City Council Enterprise Agreement 2013-2016 (Agreement)***

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In accordance with section 190(3) of the *Fair Work Act 2009*, the Employer provides the following undertaking:

1. Clause 3.9.3.4 (Weekend Work) will not be applied.
2. An employee who has completed at least 1 year but less than 2 years' continuous service will receive a minimum of four weeks redundancy pay (clause 7.4).
3. Notwithstanding clause 4.8 of the Agreement, the Employer or employee may terminate an individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement.

Name: Gareth Coleman

Signature: 

Title: Senior Human Resources Officer

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**Launceston City Council**

# **Enterprise Agreement 2013-2016**





**Launceston City Council**

# **Enterprise Agreement 2013-2016**

# TABLE OF CONTENTS

---

|          |  |           |
|----------|--|-----------|
| <b>1</b> | <b>General provisions .....</b>                                      | <b>9</b>  |
| 1.1      | Title.....   | 9         |
| 1.2      | Parties bound by Agreement.....                                      | 9         |
| 1.3      | Parties not bound by Agreement.....                                  | 9         |
| 1.4      | Purpose and objectives of the Agreement .....                        | 9         |
| 1.4.1    | Aim of Agreement .....   | 9         |
| 1.4.2    | Management and supervisor commitment.....                            | 10        |
| 1.4.3    | Employee commitment .....  | 10        |
| 1.5      | Date and period of operation.....                                    | 10        |
| 1.6      | Relationship to awards, legislation and industrial instruments ..... | 10        |
| 1.7      | Relationship to employer policies and procedures .....               | 11        |
| 1.8      | Joint Consultative Committee .....                                   | 11        |
| 1.9      | Grievance and dispute settlement/resolution .....                    | 11        |
| 1.10     | No extra claims.....   | 12        |
| 1.11     | Posting of Agreement .....   | 13        |
| 1.12     | Definitions and abbreviations .....                                  | 13        |
| <b>2</b> | <b>Employment.....</b>   | <b>16</b> |
| 2.1      | Preservation of previous conditions of employment .....              | 16        |
| 2.2      | Vacancies .....  | 16        |
| 2.3      | Performance Feedback and Remuneration Review .....                   | 16        |
| 2.3.1    | Performance feedback .....   | 16        |
| 2.3.2    | Remuneration review .....  | 17        |
| 2.3.3    | Special projects .....   | 18        |
| 2.3.4    | Payment of approved remuneration increase.....                       | 18        |
| 2.3.5    | Notification .....   | 18        |
| 2.3.6    | Over-award Allowance .....   | 18        |
| 2.3.7    | Position evaluation .....  | 19        |
| 2.4      | Employee training and development .....                              | 19        |
| 2.5      | Wet weather .....  | 20        |
| 2.6      | Position description .....   | 20        |
| 2.7      | Termination of employment .....                                      | 20        |
| 2.7.1    | Notice of termination by the Employer.....                           | 20        |
| 2.7.2    | Payment in lieu of notice.....                                       | 21        |
| 2.7.3    | Notice of termination by an employee .....                           | 21        |
| 2.7.4    | Job search entitlement.....  | 21        |
| 2.8      | Suspension from duties .....   | 21        |
| 2.8.1    | Hardship.....  | 21        |
| <b>3</b> | <b>Remuneration.....</b>   | <b>22</b> |
| 3.1      | Payment of salaries and wages .....                                  | 22        |
| 3.2      | Salaries and wages definitions (adults) .....                        | 22        |
| 3.3      | Classifications - definitions .....                                  | 23        |
| 3.4      | Performing higher and lower classified duties .....                  | 36        |
| 3.4.1    | Lower classified duties.....   | 36        |
| 3.4.2    | Higher classified duties.....  | 36        |
| 3.4.3    | Federal minimum wage .....   | 37        |

|         |  |    |
|---------|--|----|
| 3.5     | Apprentices and trainees .....                                   | 37 |
| 3.6     | Junior employee rates .....                                      | 37 |
| 3.7     | School-based apprentices .....                                   | 37 |
| 3.8     | Supported Wage System .....                                      | 38 |
| 3.9     | Overtime .....   | 38 |
| 3.9.1   | Requirement to work reasonable overtime.....                     | 38 |
| 3.9.2   | Meal break .....   | 38 |
| 3.9.3   | Payment of overtime .....  | 39 |
| 3.9.4   | Duty to notify hours worked and ten hour break requirement ..... | 39 |
| 3.9.5   | Call-outs.....   | 40 |
| 3.9.6   | Part-time employees.....   | 40 |
| 3.9.7   | QVMAG fieldwork .....  | 40 |
| 3.9.8   | Work on a public holiday.....                                    | 40 |
| 3.9.9   | Time in Lieu (TIL).....  | 41 |
| 3.10    | Call-outs .....  | 41 |
| 3.11    | Allowances descriptions .....                                    | 42 |
| 3.11.1  | Association memberships.....                                     | 42 |
| 3.11.2  | Application of weedicide, etc. ....                              | 42 |
| 3.11.3  | Depth Allowance .....  | 42 |
| 3.11.4  | Early morning cleansing employees.....                           | 42 |
| 3.11.5  | Exhumation .....   | 42 |
| 3.11.6  | Grave Reopening Allowance .....                                  | 42 |
| 3.11.7  | Height Allowance .....   | 42 |
| 3.11.8  | In-charge Allowance .....  | 42 |
| 3.11.9  | Meal Break Allowances .....                                      | 42 |
| 3.11.10 | Mechanical workshop .....  | 43 |
| 3.11.11 | Scaffolding Allowance .....                                      | 43 |
| 3.11.12 | Sewerage work .....  | 43 |
| 3.11.13 | Stand-by Allowance .....   | 43 |
| 3.11.14 | Education Assistance – payment .....                             | 43 |
| 3.11.15 | Transport employees .....  | 44 |
| 3.11.16 | Tree Crew Allowance.....   | 44 |
| 3.11.17 | Uniform and protective clothing .....                            | 44 |
| 3.11.18 | Vehicle and Travelling Allowance .....                           | 45 |
| 3.11.19 | Working Tools and Tool Allowance.....                            | 45 |
| 3.12    | Allowance rates .....  | 46 |
| 3.13    | Enterprise Agreement payments .....                              | 47 |
| 3.14    | Annual salary and wages increases .....                          | 47 |
| 3.14.1  | Wage and salary rates .....                                      | 48 |
| 3.15    | Apprentice pay rates .....                                       | 49 |
| 3.16    | Engineering student rates and cadetship rates.....               | 49 |
| 3.17    | Superannuation .....   | 49 |
| 3.17.1  | Definitions .....  | 49 |
| 3.17.2  | Current employees superannuation funds.....                      | 50 |
| 3.17.3  | New employees superannuation funds .....                         | 50 |
| 3.17.4  | Default fund .....   | 51 |
| 3.17.5  | Amount of employee contributions .....                           | 51 |
| 3.17.6  | Employee contributions to the Defined Benefits Category.....     | 51 |
| 3.17.7  | Satisfaction of compulsory superannuation .....                  | 51 |
| 3.18    | Salary sacrifice .....   | 51 |

|          |   |           |
|----------|---|-----------|
| <b>4</b> | <b>Hours and flexible working arrangements .....</b>      | <b>52</b> |
| 4.1      | Work, family and lifestyle initiatives .....              | 52        |
| 4.2      | Hours of work .....                                       | 52        |
| 4.2.1    | Ordinary hours – Early Morning Cleansing Services .....   | 52        |
| 4.2.2    | Alteration of start and finish times .....                | 52        |
| 4.2.3    | Meal breaks .....   | 52        |
| 4.2.4    | Rest periods.....   | 53        |
| 4.3      | Shift work .....  | 53        |
| 4.4      | Night work .....  | 54        |
| 4.4.1    | Programmed night work.....                                | 54        |
| 4.4.2    | Reactive night work.....                                  | 54        |
| 4.5      | Rostered Days Off (RDO) .....                             | 55        |
| 4.6      | Starting and finishing points .....                       | 56        |
| 4.7      | Work patterns .....                                       | 56        |
| 4.7.1    | Full-time employees.....                                  | 56        |
| 4.7.2    | Part-time employees.....                                  | 57        |
| 4.7.3    | Casual employees .....                                    | 57        |
| 4.7.4    | Temporary employees .....                                 | 57        |
| 4.7.5    | Multiple employment arrangements .....                    | 57        |
| 4.8      | Individual flexibility .....                              | 57        |
| 4.9      | Flexible part-time work arrangements .....                | 58        |
| 4.10     | Regular part-time work .....                              | 59        |
| 4.11     | Working from home .....                                   | 59        |
| 4.12     | Job sharing .....   | 60        |
| 4.13     | Job rotation and transfers .....                          | 60        |
| 4.14     | Launceston Waste Centre (LWC) operators .....             | 60        |
| 4.14.1   | LWC operators (other than relief LWC operators) .....     | 60        |
| 4.14.2   | Relief LWC operators.....                                 | 61        |
| 4.15     | Transition to retirement .....                            | 62        |
| 4.16     | Victims of family violence .....                          | 62        |
| <b>5</b> | <b>Leave provisions .....</b>                             | <b>63</b> |
| 5.1      | Annual Leave .....  | 63        |
| 5.1.1    | Direction to take Annual Leave.....                       | 63        |
| 5.1.2    | Additional leave for specific employees.....              | 63        |
| 5.1.3    | Payment of Annual Leave on termination.....               | 64        |
| 5.1.4    | Annual Leave Loading .....                                | 64        |
| 5.1.5    | Cashing out Annual Leave.....                             | 64        |
| 5.1.6    | Other leave while on Annual Leave .....                   | 64        |
| 5.2      | Work Arrangements 50/52 .....                             | 64        |
| 5.3      | Long Service Leave (LSL) .....                            | 65        |
| 5.3.1    | Scheduling and direction to take Long Service Leave ..... | 65        |
| 5.3.2    | Cashing out Long Service Leave.....                       | 66        |
| 5.3.3    | Pro-rata Long Service Leave .....                         | 66        |
| 5.3.4    | Long Service Leave paid on termination .....              | 66        |
| 5.3.5    | Sickness while on Long Service Leave .....                | 66        |
| 5.4      | Long Service Leave - portability .....                    | 67        |
| 5.5      | Personal/Carer's Leave .....                              | 67        |
| 5.5.1    | Make-up time .....  | 68        |

|          |   |           |
|----------|---|-----------|
| 5.5.2    | Personal Leave .....  | 68        |
| 5.5.3    | Carer's Leave.....  | 68        |
| 5.5.4    | Unpaid Carer's Leave .....  | 68        |
| 5.5.5    | Sickness while on Annual or Long Service Leave .....                | 68        |
| 5.5.6    | Casual employees .....  | 69        |
| 5.6      | Compassionate Leave (includes Bereavement Leave) .....              | 69        |
| 5.6.1    | Paid Compassionate Leave .....                                      | 69        |
| 5.6.2    | Unpaid Compassionate Leave.....                                     | 70        |
| 5.6.3    | Make-up time .....  | 70        |
| 5.7      | Special Leave .....   | 70        |
| 5.7.1    | Examination/Conference Leave .....                                  | 70        |
| 5.7.2    | Jury Service and Court Witness Leave.....                           | 70        |
| 5.7.3    | Paid Special Leave .....  | 70        |
| 5.7.4    | Defence Leave.....  | 70        |
| 5.8      | Parental Leave .....  | 72        |
| 5.8.1    | Summary.....  | 72        |
| 5.8.2    | Definitions .....   | 72        |
| 5.8.3    | Unpaid Parental Leave .....   | 72        |
| 5.8.4    | Paid Leave .....  | 73        |
| 5.8.5    | Continuity of service .....   | 73        |
| 5.8.6    | Breast feeding and expressing facilities .....                      | 73        |
| 5.9      | Leave Without Pay .....   | 74        |
| 5.10     | Emergency Leave Without Pay .....                                   | 74        |
| 5.11     | Public holidays .....   | 74        |
| 5.12     | Return To Work (RTW) .....  | 75        |
| 5.13     | Emergency services volunteers .....                                 | 75        |
| <b>6</b> | <b>Work practices and performance .....</b>                         | <b>76</b> |
| 6.1      | Work Health and Safety - <i>Safety is our Shared Priority</i> ..... | 76        |
| 6.1.1    | Health and Safety Representatives .....                             | 76        |
| 6.1.2    | Workplace stress .....  | 76        |
| 6.2      | Employee Assistance Program (EAP) .....                             | 77        |
| 6.3      | Anti-discrimination and Equal Employment Opportunity (EEO) .....    | 77        |
| 6.4      | Drug and alcohol education and management .....                     | 77        |
| 6.5      | UV radiation protection/seasonal heat .....                         | 78        |
| 6.6      | Information management .....  | 79        |
| 6.7      | Confidentiality and privacy .....                                   | 79        |
| 6.8      | Conflict of interests and use of the Employer's resources .....     | 79        |
| 6.9      | Pecuniary interests.....  | 80        |
| 6.10     | Employee Code of Conduct .....                                      | 80        |
| 6.11     | Information technology .....  | 81        |
| 6.11.1   | Employee Self Service.....  | 81        |
| 6.11.2   | Payslips.....   | 82        |
| 6.12     | Intellectual property rights .....                                  | 82        |
| 6.13     | Timesheets .....  | 82        |
| 6.14     | Customer service/systems .....                                      | 83        |
| 6.15     | Vehicle tracking systems .....                                      | 83        |

|           |  |           |
|-----------|--|-----------|
| <b>7</b>  | <b>Management of workplace change .....</b>              | <b>84</b> |
| 7.1       | Consultation .....                                       | 84        |
| 7.1.1     | Consultation with employees .....                        | 84        |
| 7.1.2     | Consultation with the Joint Consultative Committee ..... | 84        |
| 7.1.3     | Definitions .....  | 84        |
| 7.2       | Transmission of business .....                           | 85        |
| 7.2.1     | General .....  | 85        |
| 7.2.2     | Transfer of entitlements .....                           | 85        |
| 7.2.3     | Discussions regarding transfer of business .....         | 86        |
| 7.2.4     | Redundancy .....   | 86        |
| 7.3       | Redeployment .....                                       | 86        |
| 7.4       | Redundancy .....   | 86        |
| 7.5       | Employee Representatives' Rights .....                   | 87        |
| <b>8</b>  | <b>Organisational improvement .....</b>                  | <b>89</b> |
| 8.1       | Continuous Improvement Strategy .....                    | 89        |
| 8.2       | Employee surveys .....                                   | 89        |
| 8.3       | Supplementary labour .....                               | 89        |
| <b>9</b>  | <b>Signatories .....</b>                                 | <b>90</b> |
| <b>10</b> | <b>Index .....</b>                                       | <b>91</b> |

# **1 General provisions**

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## **1.1 Title**

The Agreement shall be known as the Launceston City Council Enterprise Agreement 2013 (Agreement).

## **1.2 Parties bound by Agreement**

Subject to *Parties not bound by Agreement* (clause 1.3), this Agreement will apply to:

- The Launceston City Council (Employer);
- The Australian Services Union (ASU); and
- The Association of Professional Engineers, Scientists and Managers, Australia (APESMA)

in respect of every employee of the Council who are classified within the *Classifications - definitions* (clause 3.3).

## **1.3 Parties not bound by Agreement**

This Agreement does not apply in respect of any Council employees who are:

- (a) Not classified in the *Classifications - definitions* (clause 3.3) (including the General Manager); or
- (b) Employed by the Employer to perform work at Launceston Aquatic and other pools operated by the Launceston City Council or other Tasmanian municipalities.

## **1.4 Purpose and objectives of the Agreement**

### **1.4.1 Aim of Agreement**

The parties agree that the purpose of negotiating this Agreement is to regulate the terms and conditions of employment and in doing so are committed to ensuring these terms and conditions support and pursue the Mission and Vision of the Employer and support a stable, committed and secure workforce.

Every employee is committed to the essential aim of creating an environment for continuous improvement in order to share the benefits gained through:

- Ensuring the Employer is accountable, responsive and able to deliver the best possible services with the available resources;
- Achieving stronger sustainable financial performance;
- Inspiring visionary leadership;
- Enhancing the Employer's customer service and its ability to respond to community needs;
- Focusing on effective business planning processes including the documentation, control and continual review of processes and procedures;
- Improving productivity, efficiency, workforce flexibility and reduced operating costs;
- Engaging teams in the process of improvement;
- Improving decision-making capabilities;
- Increasing our capacity to manage change;

- Promoting a harmonious and productive work environment through ongoing cooperation and consultation;
- Acting in 'good faith' to achieve effective consultation; and
- Demonstrating to the community that the Employer has a structured and systematic approach to pursue its Mission and Vision.

#### **1.4.2 Management and supervisor commitment**

All managers and supervisors, as their part in this Agreement, commit to:

- Adopting a collaborative, consultative, employee-oriented and supportive management style and to make all possible efforts to assist work groups to carry out their part of this Agreement;
- Not unreasonably withholding their agreement to employee requests made under the clauses of this Agreement;
- Making the necessary adjustments and changes to their own work practices and their day-to-day operations to ensure they are consistent with the aim of this Agreement;
- Participating in leadership and management development training and initiatives with the objective of improving their individual and team performance; and
- Being involved in regular communication sessions with the Joint Consultative Committee and directly with employees regarding both service provision and matters that affect them including financial performance, impact of workplace change and new and amended policy initiatives.

#### **1.4.3 Employee commitment**

Every employee, as their part in this Agreement, commits to:

- Actively taking part in implementing the conditions of this Agreement;
- The Employer's Mission and Vision;
- Participate in the identification of performance objectives and to work together to achieve them;
- Assuming delegated roles and decision making;
- Providing service in line with agreed standards;
- Providing constructive feedback to managers, supervisors and the Joint Consultative Committee; and
- Encouraging and supporting each other.

### **1.5 Date and period of operation**

This Agreement will operate from the seventh day after approval by Fair Work Commission and has a nominal expiry date of 30 June 2016.

### **1.6 Relationship to awards, legislation and industrial instruments**

This Agreement is intended to be comprehensive and contains all matters that the parties intend to be dealt with by enterprise bargaining during its normal period of operation.

Nothing in this Agreement will operate to provide a less favourable outcome for employees in a particular respect than that provided by the National Employment Standards.

Employee entitlements under this Agreement:

- (a) Apply unless a superior condition applies in accordance with the National Employment Standards; and

- (b) Are provided in satisfaction of, and not in addition to, entitlements under the National Employment Standards.

The Joint Consultative Committee will monitor changes made to the award over the life of the Agreement. The Employer may choose to apply additional benefits to employees during the life of the Agreement but no claims will be made by employees or their representatives with the exception of Individual Flexibility Agreements made in accordance with *Individual flexibility* (clause 4.8).

All future:

- Individual Flexibility Agreements; and
- Enterprise Agreements

will comply with the *Fair Work Act 2009*.

## **1.7 Relationship to employer policies and procedures**

This Agreement is supported by policies and procedures determined by the Employer from time to time. These policies and procedures will not reduce employees' substantive entitlements contained in this Agreement but will provide guidelines and directions for the fair and efficient administration of the employment relationship. Except where expressly referred to in this Agreement, these policies and procedures do not form part of this Agreement. Changes to policies and procedures should only occur following *Consultation with the Joint Consultative Committee* (clause 7.1.2).

## **1.8 Joint Consultative Committee**

The parties agree to the convening of a Joint Consultative Committee (JCC) to meet at least monthly during working hours on matters pertaining to the scope of this Agreement.

The JCC will agree to a set of operating guidelines that clearly state the purpose, function, representation and conduct of the committee and its meetings.

The JCC will be the primary forum for formal employee consultation and communication between the Employer and employee representatives. Its purpose will be to complement and not replace direct communications between line management and employees.

Members of the JCC will work as a group focused on ensuring open discussions on issues that impact on employees and the ability of the Employer to achieve its objectives.

In achieving these aims, members of the JCC recognise that consensus is the preferred decision making process and that in most cases the decisions made will take the form of a recommendation and/or the development of an issues paper to be presented to the Executive Management Committee for resolution.

## **1.9 Grievance and dispute settlement/resolution**

In the event of any dispute relating to a matter arising under this Agreement or the National Employment Standards, the following procedure will apply:

- An employee must continue to perform his or her work as directed unless he or she has a reasonable concern about an imminent risk to his or her health or safety.
- An employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (a) The work is not safe; or
  - (b) Applicable work, health and safety legislation would not permit the work to be performed; or

- (c) The work is not appropriate for the employee to perform; or
- (d) There are other reasonable grounds for the employee to refuse to comply with the direction.
- At any stage of this procedure, the employee may be represented by, or have present a support person or an employee representative. These representatives will have reasonable access to resources (including photocopier, telephone, fax machine, email) to adequately provide support and will be released from normal duties to provide support without loss of pay.
- The steps described do not restrict the Employer or an employee representative from making representations to each other at any stage in this procedure.
- The steps described do not restrict the Employer or an employee from having discussions or seeking assistance and support from employee representatives and/or the Human Resources Department.
- No party will unreasonably delay the procedure under this clause.
- Should the party raising the grievance or dispute be dissatisfied with the result of discussions at any step that party must escalate the grievance or dispute to the next step in the procedure within five working days or otherwise the grievance or dispute will be deemed to be resolved.

#### **Step 1 - Refer to immediate supervisor**

Where an employee has a dispute they will first raise and discuss the matter with their immediate supervisor outlining (in writing or otherwise) the substance of the grievance/dispute and the remedy sought.

A meeting between the employee and the supervisor should be held within five working days to make a genuine attempt to resolve the matter.

#### **Step 2 - Refer to next level of management**

Where the grievance/dispute has not been resolved at Step 1 or the matter is inappropriate to be raised with the immediate supervisor, the supervisor or employee (or employee representative) may refer the matter to the next level of management. Further discussions involving all parties should be held again within five working days.

#### **Step 3 - Refer to director**

Where discussions at Step 2 have not resulted in an agreed resolution of the grievance/dispute the matter will be referred to the relevant director. At this step discussions should be conducted between the employee and/or their nominated representative, and the relevant director and if necessary, the Manager Human Resources. Further discussions involving all parties should be held again within five working days.

#### **Step 4 - Refer to General Manager**

If the matter remains unresolved further discussions will be conducted between the parties and the General Manager. Further discussions involving all parties should be held again within five working days.

#### **Step 5 - Refer to Fair Work Commission**

Should the matter still be unresolved either party will be entitled to refer it to the Fair Work Commission for conciliation and, if necessary, arbitration within ten working days.

If arbitration is necessary, the parties agree that the Fair Work Commission shall exercise all powers as are necessary to make the arbitration effective.

### **1.10 No extra claims**

It is agreed that for the life of the Agreement, no additional claims will be made and/or no further wage and salary adjustments sought except for:

- Instalments available under this Agreement, *Annual salary and wage increases* (clause 3.14).

- Increments available under the *Performance Feedback and Remuneration Review* (clause 2.3) of this Agreement.

## **1.11 Posting of Agreement**

This Agreement must be made available:

- In hard copy at each start and finish work point as listed in this Agreement;
- Electronically through the Employer's information technology network;
- To each employee upon approval of the agreement by Fair Work Commission; and
- To each new employee with employment offer letters.

## **1.12 Definitions and abbreviations**

**Base Rate of Pay (BRP)** - a rate of pay that does not include entitlements such as incentive-based payments and bonuses, loadings, penalty rates or monetary allowances that are paid on an event or exception basis.

**Consumer Price Index (CPI)** - the Australian Bureau of Statistics provides an Index to measure the general impact of price increases to consumers. For the purpose of interpreting CPI, the annual All Groups CPI Hobart figure for the most recent quarter will be utilised.

**Corporate Information** - information which is required for business use by the Employer, and/or information which affects the business of the Employer.

Examples are: formal communication, any material that reflects the substantive business of the Employer, agendas and minutes, versions of reports, information prepared on behalf of the Employer, management system documentation, financial information and planning information.

**Employee** - is any employee of the Launceston City Council that this Agreement applies to.

**Employee couple** - two national system employees are an employee couple if each of the employees is the spouse or de facto partner of the other.

**Employee Representative** - is a person nominated by the employee to represent their interests and may mean a Union Delegate or other support person.

**Employer** - Launceston City Council.

**Fair Work Act** - means the *Fair Work Act 2009* (Cth) as amended from time to time.

**Full Rate of Pay (FRP)** - means the rate of pay payable to an employee for his or her ordinary hours of work including any of the following: incentives-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; any other separately identifiable amounts. For the avoidance of doubt, the Full Rate of Pay includes In-charge Allowances, Tree Crew Allowances, Garbage Collection Allowances, Early Morning Cleansing Crew Allowances.

**Good faith** - includes obligations to meet, disclose relevant information, genuinely consider proposals, respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

**Hazard** - a source of potential harm as contained in the Occupational Health and Safety Management System (AS/NZS ISO 4801: 2001)

**Immediate family** in relation to an employee, includes:

- A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**Incidents** - an incident is any situation that:

- Results in an injury to a person;
- Results in property damage;
- Had the potential to cause injury; or
- Had the potential to cause property damage.

**Intellectual property rights** - means all present and future rights in intellectual property including any inventions and improvements, trademarks (whether registered or common law trademarks) designs, copyright, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know how, concept, idea, information, process data or formula.

**Intoxication** - an employee is taken to be intoxicated if the employee's faculties are so impaired, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by or taken in accordance with the directions of a person lawfully authorised to administer the drug) that the employee is unfit to be entrusted with the employee's duty or with any duty that the employee may be called upon to perform.

**Joint Consultative Committee (JCC)** - the group of employer and employee representatives of the Launceston City Council, established to consult on employee, industrial and related matters. Employee representatives may be employee elected union representatives or non-union representatives.

**Member of the employee's household** - means a person who lives with the employee in the household, including immediate family or non-relative.

**Misconduct and serious misconduct** -

*Misconduct* may include behaviour that could not otherwise be described as serious misconduct that is in breach of one or more of the following:

- The Organisational Values;
- The Employee Code of Conduct;
- The Employer's policies and procedures;
- Civil or Criminal Law; or
- Requirements detailed in an employee's position description.

**Serious misconduct** includes:

- Wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- Conduct that caused imminent and serious risk to the health or safety of a person or the reputation, viability or profitability of the Employer's business
- The employee, in the course of the employee's employment, engaging in theft, fraud or assault
- The employee being intoxicated at work; and
- The employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

**Peak service** - a peak service period is a broad description of a circumstance where a department or area is required to respond and meet a role or service demand that exceeds that normally required in an average month or period.

**Personal Leave** - includes leave for the purposes of sickness or caring for immediate family or household members.

**RDO** - Rostered Day Off.

**Shift work** - where work is regularly carried out at hours outside the ordinary hours in addition to work within the spread.

**Supplementary labour** - means labour hired from an external provider on a temporary basis. It does not refer to specialist employees nor consultancies or casual, temporary or permanent Council employees.

# **2 Employment**

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## **2.1 Preservation of previous conditions of employment**

- (a) Employees affected by organisational changes will have all current conditions of employment (excluding overtime) preserved for a maximum of 24 months from the implementation of the organisational change.
- (b) Should the *Working patterns* (clause 4.7) of an employee be reduced, the preservation will be pro-rated accordingly.
- (c) The *Preservation of previous conditions of employment* (clause 2.1(a) and (b)) will cease to apply if the employee is offered and accepts employment with the Council in a substantially different position.
- (d) Consultation in accordance with the *Management of workplace change* (clause 7) of this Agreement will occur. *Redeployment* (clause 7.3) may also apply.

## **2.2 Vacancies**

As positions become vacant, management will take the opportunity to review whether it is necessary to fill the position.

Consideration will be given to current employees when filling vacancies notwithstanding that all decisions will be based on merit.

The selection panel must consider internal applications. There is no requirement to interview all internal applicants.

All vacancies must be advertised unless:

- An employee has successfully been undertaking the role for six months or more and a direct appointment is authorised by the relevant director;
- An employee's level of responsibility and workload is increased to partially undertake the work of another position. There will be no need to advertise the new, upgraded position; or
- The position to be filled is of a temporary nature and will be required for less than three months.

## **2.3 Performance Feedback and Remuneration Review**

Managers and employees must participate in structured Performance Feedback and Remuneration Review meetings (reviews) at least once per year.

The timing of the reviews will be determined by the manager in consultation with the employee. It is not a requirement for the Performance Feedback and Remuneration Review to be completed simultaneously, however every employee is entitled to participate in a Performance Feedback and Remuneration Review within the twelve months prior to 30 April each year.

Remuneration increases resulting from overdue reviews will be backdated to 30 April unless otherwise agreed with the employee.

### **2.3.1 Performance feedback**

The manager and the Personnel Evaluation System will notify employees at least two weeks prior to performance review meetings falling due. Items discussed at reviews may include but are not limited to:

- What has been done well and what could have been done better;

- Reasons for good performance or lack of performance;
- Specific actions that can be taken to improve performance;
- New ideas, improvements or innovations;
- Achievement of position responsibilities/accountabilities as described in the employee's position description;
- Any required updates to the employee's position description;
- Health and safety performance;
- Achievement of and agreement on future performance and training and development objectives; and
- Compliance with the Organisational Values and Employee Code of Conduct.

Managers will enter the performance feedback into the Personnel Evaluation System and discuss the review with the employee which will include but is not limited to:

- Key achievements;
- Areas for improvement;
- Reasons for good or under performance;
- Future performance objectives;
- Future training and development objectives;
- Managers/supervisors overall comment and assessment; and
- Employee's overall comments.

Information that results from a performance feedback will be utilised when managers determine if an employee is to be recommended for a remuneration increase.

### **2.3.2 Remuneration review**

An employee may apply for a remuneration review outside of the salary increase instalments in *Annual salary and wage increases* (clause 3.14) at any time if they believe they meet the performance criteria detailed below. Application forms are available through the Employer's Management System (22-Fm-054) or from the Human Resources Department.

There is no automatic entitlement to increments within a grade.

Entitlement for an employee to move within a grade will require an employee to meet all of the following criteria:

#### **Performance objectives**

- Performance objectives as agreed at the previous review have been met. If no performance objectives have been set, the employee will be deemed to have met the criteria.

#### **Values and Code of Conduct**

- The employee has complied with the Employer's Organisational Values and the Employee Code of Conduct.

Where an employee is deemed not to have complied with the Organisational Values and/or the Employee Code of Conduct the reasons will be raised with the employee and the employee will be given an opportunity to address the reasons.

The reasons will be confirmed in writing as part of the remuneration review process. A subsequent remuneration review will be conducted in six months time to allow the employee an opportunity to demonstrate their behaviour is consistent with the Organisational Values and the Employee Code of Conduct.

#### **Position description**

- An employee has performed their role to the required standard as detailed in their position description and has accepted additional responsibilities by materially improving their performance as indicated by:
  - Permanent additional quantified workload and/or responsibility undertaken;  
OR
  - Knowledge and skills, acquired through training, education or experience being significantly utilised since the last remuneration review increase;  
OR
  - Performance of current duties exceeding current performance standards.

The impact of additions, amendments and deletions to a position description will be considered in totality when considering if a remuneration adjustment is appropriate under this criterion.

#### **2.3.3 Special projects**

Special projects may also be taken into consideration but there is no requirement to do so to receive a remuneration adjustment.

- Special projects are those projects not considered part of an employee's normal duties, that have required significant additional work and provided significant identifiable benefits to the Employer and its customers;  
OR
- Individual or group contribution that has resulted in significant financial benefits to the Employer. These projects may be taken into account in supporting a recommendation for either a remuneration increase or a one-off payment.
- Entitlement for a lump-sum payment is conditional on the employee having complied with the Values criteria.
- Employer Superannuation Guarantee Levy contributions will be paid into an employee's normal accumulation fund on any lump-sum payment.

#### **2.3.4 Payment of approved remuneration increase**

Any approved remuneration increase will be paid effective from the review date and paid to the employee no later than two months after the review date.

The review date of effect and the effective payment date may be changed by mutual agreement between the manager and employee.

#### **2.3.5 Notification**

Employees will be notified in writing by the Human Resources Department if:

- Their salary/wage is to be altered as a result of the remuneration review process; or
- They have specifically requested in writing to their manager for a change in remuneration as part of the remuneration review process and their request has not been successful.

The notification will refer to the criterion not met and encourage the employee to discuss the reasons with their manager.

There is no requirement to correspond with any other employees.

#### **2.3.6 Over-award Allowance**

Where an employee is at the top level of their grade, and the employee is significantly exceeding the normal expectations of the role as detailed in their position description and performance objectives, and the position does not warrant a movement to the next grade, an over-award payment may be considered.

Any over-award adjustment made will attract future adjustments based on Launceston City Council Enterprise Agreement 2013 *Annual salary and wages increases* (clause 3.14). The amount of the Over-award Allowance will be determined on a case-by-case basis and will only apply in exceptional circumstances.

### **2.3.7 Position evaluation**

If a position's duties are changed significantly, the employee and/or their manager may request that the position be evaluated under the Employer's position evaluation process. This process is required to support the reclassification of a position to a different grade. If the evaluation process supports a grade change, the employee's level of pay will be adjusted from the date of the initial remuneration review and will result in a remuneration increase.

## **2.4 Employee training and development**

An employee training and development plan will be reviewed and updated as part of performance feedback process (Personal Evaluation System).

To assist the provision of training, employees agree to participate in up to 20 hours of training per year outside normal work hours, if requested and where reasonable notice has been provided. Overtime will be paid or Time In Lieu provided for such attendance.

Where employees have attended an information session, they will sign a register to confirm their attendance at the session and their understanding of the content. Where employees have been unable to understand the content of the information session, they will be provided with additional opportunities to gain the necessary understanding.

Where training sessions are provided, employees will participate, when requested, in an assessment process to confirm the training outcomes have been achieved. Employees that are unable to successfully complete the assessment process will participate in additional training as necessary to achieve the required standard.

Where employees are unable to obtain the necessary skills required to perform a function of their role in a reasonable time, they may be redeployed.

Employees who attend conferences or participate in research trips will provide a written report or a briefing as determined by their departmental manager.

Employees will assist in the development of a competently trained workforce by:

- Providing training and mentoring to other employees;
- Assisting in the development of training programs;
- Committing to multi-skilling where it can be shown that skills will be maintained; and
- Assisting in the preparation, delivery and review of employee inductions.

Induction programs will ensure that necessary information is provided to employees regarding the Employer, directorate, departmental and job specific aspects of the employee's employment.

## **2.5 Wet weather**

No deduction will be made from the wages of employees, where, because of wet weather it is not reasonable or it is unsafe for employees to continue working in these conditions.

Employees must not leave their job or location of work without first obtaining permission from their supervisor or manager.

No employee will be required to work outside in such weather except when making good breakdowns or undertaking essential services provided that reasonable steps have been taken to eliminate or minimise safety risks. Employees may be engaged in alternative work or redeployed as directed by their supervisor or manager.

## **2.6 Position description**

Each employee will be provided with a clear, current and accurate position description of their role and the Employer's expectations of them.

Position descriptions will only be changed in consultation with the relevant employee.

Any dispute regarding significant changes to position descriptions will be resolved using the *Grievance and dispute settlement/resolution* (clause 1.9) process.

"Significant changes" mean changes to any reporting relationship, accountability or any essential requirements of the position.

## **2.7 Termination of employment**

### **2.7.1 Notice of termination by the Employer**

In order to terminate the employment of a full-time or regular part-time employee the Employer must give to the employee the period of notice specified in the table below.

| <b>Years of service</b>                                 | <b>Notice period</b> |
|---|----------------------|
| <b>Grades 5 and under</b>                               |                      |
| One year or less  | 2 weeks              |
| Over one year and up to the completion of three years   | 2 weeks              |
| Over three years and up to the completion of five years | 3 weeks              |
| Over five years of completed service                    | 4 weeks              |
| <b>Grades 6 to 8</b>                                    |                      |
| On all occasions  | 4 weeks              |

In addition to this notice, employees over 45 years of age at the time of the giving of the notice are entitled to an additional one week's notice.

The period of notice in this clause does not apply in the case of:

- Dismissal for conduct that justifies instant dismissal;
- Apprentices;
- Employees engaged for a specific period of time or for a specific task or tasks;
- 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
- Casual employees.

### **2.7.2 Payment in lieu of notice**

Payment in lieu of the required notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

In calculating any payment in lieu of notice, the Full Rate of Pay will apply.

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

Employees are required to give the same period of notice of termination of the Employer, except that employees over 45 years of age will not be required to give an additional week's notice.

The termination date may be moved earlier when agreed by the employee and their manager.

### **2.7.4 Job search entitlement**

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

## **2.8 Suspension from duties**

- (i) The parties agree that there are cases of serious misconduct *Definitions and abbreviations* (clause 1.12) where the circumstances mitigate what would otherwise lead to the instant dismissal of the employee.

In such circumstances and at the discretion of the Employer, the employee may be suspended with or without pay for a period of up to two weeks, dependent upon the seriousness of the misconduct.

Any suspension under this clause will not affect an employee's continuity of service.

Any suspension under this clause must be recorded in writing and a copy provided to the employee and if requested, to their chosen representative.

An employee may appeal against the suspension using the *Grievance and dispute settlement/resolution* (clause 1.9) process.

Outcomes from an appeal may include termination of the suspension.

The affected employee will continue to be paid until the outcome of the appeal.

- (ii) Nothing in this clause will affect the right of the Employer to stand an employee down with pay pending the outcome of an investigation into a safety or disciplinary matter (including a matter which may become a disciplinary matter) which may result in termination.

### **2.8.1 Hardship**

The intention of a suspension without pay is not to create hardship for any dependants of the employee.

Should a suspension without pay cause hardship to the employee's dependants, then, subject to any requirements under this Agreement, the employee will be entitled to cash-out any current existing Annual Leave entitlements for the same period as the suspension.

# **3 Remuneration**

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## **3.1 Payment of salaries and wages**

Salaries and wages must be paid fortnightly by electronic transfer into the employee's nominated account(s) on or prior to payday.

Payment must take place no later than Thursday in each fortnight. Where a public holiday falls on the ordinary payday, the Employer will make the payment on the working day preceding the public holiday.

Employees dismissed without notice, must be paid as soon as possible, and in any event within one working day after the time of dismissal.

Wages may be averaged over pay cycles.

Where an employee's services are terminated with appropriate notice, all sums due to the employee must be paid within five working days of the termination date or with the next pay run if agreed by the employee.

The Employer will keep records about time and wages for at least seven years.

Records may be written or electronic and must include the name of the employee, the date employment commenced, whether the employee is full-time, part-time, or casual, pay rate, loadings, penalty rates, allowances or other entitlements, overtime, hours worked and copies of any written agreements between the employee and Employer.

## **3.2 Salaries and wages definitions (adults)**

The rates in *Wage and salary rates* (clause 3.14.1) will be the minimum that employees will receive for their respective classification.

### **3.3 Classifications - definitions**

All positions will be assessed using an agreed job evaluation methodology.

Below are the indicative levels which can be used as a guide only.

| <b>Grade</b>                              | <b>Description</b>   |
|---|--|
| Grade 1: General support positions        | Typically provide very basic administrative assistance and base level support or service.  |
| Grade 2: Entry level officer/technician   | Typically entry level officers, performing secretarial, operational, technical, maintenance, clerical or administrative tasks and duties.          |
| Grade 3: Officer/coordinator              | Typically officers, technicians or assistants requiring some experience, performing support or administrative activities.                          |
| Grade 4: Senior officer                   | Typically senior officers or technicians requiring solid knowledge and experience in a relevant discipline.  |
| Grade 5: Supervisor/professional          | Generally entry level supervisors or professionals performing a range of tasks or providing a range of advice within their discipline.             |
| Grade 6: Manager/specialist               | Typically manage a small team or are a specialist providing advice in a specific discipline.   |
| Grade 7: Senior manager/senior specialist | Typically provide highly specialised advice in a specific discipline or technical area or may lead and manage a team.                              |
| Grade 8: Senior manager/specialist leader | Typically in charge of a major function or job area(s) for the Employer, or a specialist leader. They may form part of the Senior Management Team. |
| EMC: Executive manager                    | A member of the Executive Management Committee (EMC).  |

# Grade 1

## Grade overview

Positions at this level typically provide base level assistance and general support or service. Work is clearly defined and routine, with tangible outcomes.

## Features of the work

Work performed at this level involves basic labouring, clerical or service duties. Positions follow procedures in the performance of repetitive tasks. Volume of workflow dictates the operations of positions at this level.

## Expertise

### *Knowledge and experience*

- Positions require the knowledge and skills to understand directions given in regard to routine tasks.
- Positions require basic levels of numeracy and literacy.
- Jobs at this level can be learned with a few hours of instruction and competency can be reached with some experience.

### *Breadth*

- Positions perform a number of unique but repetitive tasks.

### *Interpersonal skills*

- Basic communication skills are required to clearly communicate factual information such that others can understand work procedures and to identify the needs of others.
- Contacts are often outside the immediate work area or organisation.

## Judgement

### *Job environment*

- Positions perform repetitive tasks which are prescribed and usually performed in response to instructions or requests.
- Tasks performed at this level are governed by established procedures, specific guidelines and standard instructions.
- Work is closely supervised, with specific instructions given.
- Work requirements are heavily influenced by physical work flow.

### *Reasoning*

- Most work situations at this level are recurring and there is limited choice in action available.
- Problems at this level are solved by following defined procedures and applying basic principles.
- Whilst there are numerous tasks to be performed at this level, defined procedures for the tasks are extensive.

## Accountability

### *Impact*

- Positions provide services that are necessary for the Employer to perform its daily operations.

### *Independence and influence*

- Positions operate within defined guidelines and refer exceptions to a supervisor for decision.
- Positions may perform tasks independently in the short-term or initiate incidental changes to the way work is undertaken, however higher authorisation is required to authorise any lasting change.

### *Involvement*

- Positions have no discretion as to what service is provided, or how and when it will be delivered, or the standards that will apply.

# Grade 2

## Grade overview

Positions at this level are typically entry level officers or technicians, performing secretarial, operational, technical, maintenance, clerical or administrative tasks and duties. Work is clearly defined and routine, with tangible outcomes.

## Features of the work

Work performed at this level involves basic labouring, clerical or service duties. Positions follow procedures in the performance of repetitive, semi-skilled tasks. Volume of workflow dictates the operations of positions at this level.

## Expertise

### Knowledge and experience

- Positions require the knowledge and skills to understand and apply clerical and operational work procedures.
- Positions require numeracy and literacy skills, a capacity to understand equipment functionality.
- On the job training and the completion of short courses may be required, covering topics such as specific work procedures, equipment usage, product knowledge, data recording and customer service techniques.

### Breadth

- Positions perform a group of integrated tasks over a narrow range, with a common theme.

### Interpersonal skills

- Basic communication skills are required to clearly communicate factual information such that others can understand work procedures.
- Contacts are primarily with departmental peers according to daily work routines.

## Judgement

### Job environment

- Positions perform detailed tasks.
- Tasks performed at this level are governed by established procedures, specific guidelines and standard instructions.
- Work is closely supervised, with specific instructions given.
- Work requirements are heavily influenced by physical work flow.

### Reasoning

- Most work situations at this level are recurring and there is limited choice in action available.
- Problems at this level are solved by following defined procedures and applying basic principles.

## Accountability

### Impact

- Positions provide services that are necessary for the Employer to perform its daily operations, but are incidental to the Employer's strategic objectives.
- Work at this level is highly routine and predictable.

### Independence and influence

- Positions provide a basic physical or administrative service working to strict deadlines and precise instructions.
- Operating guidelines are prescriptive and clearly detailed.

### Involvement

- Positions may operate independently in the short-term or initiate minor changes to the way work is undertaken, however higher authorisation is required to implement substantive changes to work processes.

# Grade 3

## Grade overview

Positions at this level are typically officers, assistants or technicians with some experience, performing support or administrative or maintenance activities in which incumbents apply their skills to the job at hand.

## Features of the work

Tasks performed at this level may include the scheduling of activities, preparing timetables, equipment maintenance, checking the quality of work completed by others and providing technical assistance to others. An understanding of equipment capability, extensive product knowledge, and knowledge of operational and quality standards are needed to organise and undertake the work.

## Expertise

### *Knowledge and experience*

- Positions require the knowledge and skills to understand and apply technology, work practices and workflow in the job area.
- Positions require general education standards that combine several years of work experience with secondary school education (minimum year 10) plus vocational training in commercial, technical, trades or secretarial areas.
- Positions at this level need to know what to do and how to do it within limited instruction however guidance is provided for most tasks or transactions.

### *Breadth*

- Positions perform a group of integrated tasks within a single activity; often this is a sequence of events such as the gathering of information, assessing content, processing applications, work scheduling and resource estimation.
- Typically there is a common theme to the projects, problems, client groups, processes or casework encountered by positions at this level.

### *Interpersonal skills*

- Proficient communication skills are required to obtain the cooperation of others to comply with technical, commercial and administrative requirements. Some positions may provide factual information to members of the public consistent with organisational policies and guidelines.

## Judgement

### *Job environment*

- Positions perform non-repetitive tasks which are governed by established procedures, specific guidelines and standard instructions.
- Work is regularly supervised, with specific instructions given.

### *Reasoning*

- Most work situations at this level are recurring and there is limited choice in action available
- Problems at this level are solved by following defined procedures and applying basic principles; on occasions established procedures or rules do not cover the situation faced.

## Accountability

### *Impact*

- Positions provide services that are necessary for the Employer to perform its daily operations and meet client needs.

### *Independence and influence*

- Positions may make minor changes to work schedules or sequences.
- The service or information provided by positions at this level is used by others in the completion of their tasks, however it has only marginal influence on the Employer's overall operations and impact.

### *Involvement*

- The service or information provided by these positions may require a basic degree of explanation.

# Grade 4

## Grade overview

Positions at this level are typically senior officers requiring knowledge and experience in a relevant discipline or technical area.

## Features of the work

Tasks performed at this level may involve investigation, analysis, diagnosis and identification of the most reliable intervention or solution, mapping a course of action and identifying others in the delivery of the action. Work at this level is becoming more specialised and less governed by highly prescriptive standards.

## Expertise

### Knowledge and experience

- Positions require the knowledge and skills to understand and apply the functions, methods, structures and operations of the work area.
- Positions need the capability to apply advanced technical, clerical or commercial skills and knowledge in order to instruct other employees, document procedures, conduct basic technical investigations/tests/measurements, find and rectify technical faults, organise the work of other employees and teach others in operational aspects.
- Knowledge at this level may be gained through an advanced certificate or diploma, specialist or vocational training or extensive experience.

### Breadth

- Positions perform a group of diverse tasks within a single activity; often this is a sequence of events such as the gathering of information, assessing content, processing applications, work scheduling and resource estimation.

### Interpersonal skills

- Proficient communication skills are required to obtain cooperation or assistance in the administration of well-defined activities or to influence others in the achievement of set objectives.
- Positions may communicate with suppliers, peers in other divisions, subordinates, managers or external clients to discuss technical, commercial or administrative issues, resolve field problems or contract requirements, reach agreement on overall plans or schedules, or gain cooperation or participation in an activity.

## Judgement

### Job environment

- The objectives of the position are clearly defined.
- Procedures and operating standards are available through organisational or departmental guidelines and requirements, and through recognised techniques and methods.
- A range of varied techniques, systems, methods or processes are available to perform the work at this level.
- Work requires the application of professional standards, education and training.

## Reasoning

- Alternative courses of action exist for positions at this level, however when assessing each course of action there are few influences to consider and effective choice can be readily ascertained.
- Work situations are governed by precedent, rules, guidelines, procedures and instructions, which must be understood for positions to discriminate between alternative courses of action.
- Operating policies generally determine the most suitable or appropriate course of action and guidance is available to make decisions.

## Accountability

### Impact

- Positions balance day to day priorities, undertake investigations, modify processes, diagnose problems and initiate rectification.
- Positions are expected to understand and respond to client needs, explain product functionality, monitor and report on trends and follow a course of action in line with established practice.

### Independence and influence

- Positions have some independence in achieving prescribed goals and setting targets and operating standards.
- Positions at this level may be required to coach and instruct others.
- There is a degree of discretion and choice in the manner in which work is performed.

### Involvement

- Positions are involved in identifying the most appropriate operational procedure.

## Grade 4 continued

- Positions share accountability for the delivery of the service or the provision of information.
- Positions can be influential in how the service may be evaluated, delivered or improved.

## Grade 5

### Grade overview

Positions at this level are generally entry level supervisors with a management emphasis, or professionals providing specialised services. Positions perform a range of tasks or provide advice within their discipline.

### Features of the work

Positions undertake research, analysis, development and interpretation of options and make recommendations on practical solutions to problems, and positions may participate on project teams. At this level, precedent cannot always be relied upon to resolve problems, and positions are expected to contribute to the development of solutions.

### Expertise

#### *Knowledge and experience*

- Positions need to be able to apply established technical, professional, administrative or commercial disciplines in order to understand business plans, professional knowledge, commercial practices, how the Employer is structured and operates, trends that affect the way work is organised, or projects that require ideas, analysis, evaluation of alternatives and creative solutions.
- Positions typically require a degree or equivalent qualifications and some relevant work experience, or require extensive subject matter knowledge, broad experience and skills and training.

#### *Breadth*

- Positions manage the integration of tasks within one activity; professional or technical specialist positions may be focussed on a sub-discipline.

#### *Interpersonal skills*

- Proficient communication skills are required to obtain cooperation or assistance in the administration of well-defined activities or to influence others in the achievement of set objectives.
- Positions may communicate with suppliers, peers in other divisions, subordinates, managers or external clients to discuss technical, commercial or administrative issues, resolve field problems or contract requirements, reach agreement on overall plans or schedules, or gain cooperation or participation in an activity.

**Judgement*****Job environment***

- The objectives of the position are clearly defined.
- Procedures and operating standards are available through organisational or departmental guidelines and requirements, and through recognised techniques and methods.
- A range of varied techniques, systems, methods or processes are available to perform the work at this level.
- Work requires the application of professional standards, education and training.
- There is a regular requirement for some adaptation to techniques or processes that affect the way work is organised or to adapt established guidelines, prescriptions or techniques that affect the way work is performed.
- Positions at this level are expected to recommend and implement changes and adaptations that improve the efficiency or effectiveness of processes or enhance the quality of outcomes.

***Reasoning***

- Alternative courses of action exist for positions at this level, however when assessing each course of action there are few influences to consider and effective choice can be readily ascertained.
- Work situations are governed by precedent, rules, guidelines, procedures and instructions, which must be understood for positions to discriminate between alternative courses of action.
- Operating policies generally determine the most suitable or appropriate course of action and guidance is available to make decisions.

**Accountability*****Impact***

- The advice provided affects the immediate department and the recipient of the advice is typically a manager or professional within the department, or a client.
- The quality of advice provided at this level is monitored by supervisors, peers or experts in the field and is subject to guidelines or professional standards.

***Independence and influence***

- Positions at this level are typically required to provide sound advice and recommendations which influence the decisions made by others, including supervisors and peers, in the monitoring, development and delivery of programs, however there are several other sources of professional advice available, and defined policy and practice cover most issues.

***Involvement***

- Positions share accountability with peers or supervisors for the integrity, validity and reliability of advice provided at this level.

# Grade 6

## Grade overview

Positions at this level typically manage a small team or are a specialist providing advice in a specific discipline.

## Features of the work

Positions plan and implement objectives within their job area, in line with established organisation strategies and priorities. Positions determine research methodologies and analysis techniques and advise on all factors influencing outcomes and successful implementation.

## Expertise

### Knowledge and experience

- Base level professional, technical, administrative or managerial positions.
- Positions need to be able to apply established technical, professional, administrative or commercial disciplines in order to understand, analyse and interpret business plans and strategies, professional knowledge, commercial and financial practices, how the Employer is structured and operates, key policies, precedents and practices that reflect the fundamental principles of the Employer, trends that affect the way work is organised, or projects that require ideas, analysis, evaluation of alternatives and creative solutions.
- Positions typically require a degree or equivalent qualifications and several years of casework, research or investigation, involvement in a range of challenging projects or coaching from a specialist or senior manager.
- Positions are expected to be capable of instructing or assigning work to professional, technical or administrative employees and reviewing the quality of work undertaken by these roles.

### Breadth

- Positions manage the integration of tasks within one activity; professional or technical specialist positions may be focussed on a sub-discipline.

### Interpersonal skills

- Proficient communication skills are required to obtain cooperation or assistance in the administration of well-defined activities or to influence others in the achievement of set objectives.
- Positions may communicate with suppliers, peers in other divisions, subordinates, managers or external clients to discuss technical, commercial or administrative issues, resolve field problems or contract requirements, reach agreement on overall plans or schedules, or gain cooperation or participation in an activity.

### Judgement

#### Job environment

- The objectives of the position are clearly defined.
- Procedures and operating standards are available through organisational or departmental guidelines and requirements, and through recognised techniques and methods.
- A range of varied techniques, systems, methods or processes are available to perform the work at this level.
- Work requires the application of professional standards, education and training.

### Reasoning

- There is a regular requirement for some adaptation to techniques or processes that affect the way work is organised or to adapt established guidelines, prescriptions or techniques that affect the way work is performed.
- Positions at this level are expected to recommend and implement changes and adaptations that improve the efficiency or effectiveness of processes or enhance the quality of outcomes.
- Problem resolution is a frequent requirement for positions at this level and demands the consideration of many influences.
- Problem resolution is structured by established management systems, engineering or scientific standards, budget parameters or known equipment capacity, and the types of issues encountered are recurring.

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## **Accountability**

### ***Impact***

- The advice provided affects the immediate department and the recipient of the advice is typically a manager or professional within the department, or a client.

### ***Independence and influence***

- Positions at this level are typically required to provide sound advice and recommendations which influence the decisions made by others, including supervisors and peers, in the monitoring, development and delivery of programs
- Advice and counsel provided at this level may be relied upon as guidance and part justification for adopting a particular course of action which affects the manner in which policies or programs are developed or how other jobs are performed or how services are provided.

### ***Involvement***

- The quality of advice provided at this level is monitored by supervisors, peers or experts in the field and is subject to guidelines or professional standards; however positions are individually accountable within the Employer for the advice provided.

# Grade 7

## Grade overview

Positions at this level typically provide specialised advice in a specific discipline or technical area and may lead and manage a team.

## Features of the work

Positions at this level plan and implement objectives for their area of responsibility in line with organisational strategies and priorities. Positions are responsible for the delivery of a recognised department of importance to the Employer. Novel, complex or multi-faceted work is performed under broad policy control and in the absence of specific technical guidance.

## Expertise

### *Knowledge and experience*

- Experienced professional, technical, administrative or managerial positions.
- Positions need to be able to apply established technical, professional, administrative or commercial disciplines in order to understand, analyse and interpret business plans and strategies, professional knowledge, commercial and financial practices, how the Employer is structured and operates, key policies, precedents and practices that reflect the fundamental principles of the Employer, trends that affect the way work is organised, or projects that require ideas, analysis, evaluation of alternatives and creative solutions.
- Positions typically require a degree or equivalent qualifications and several years of casework, research or investigation, involvement in a range of challenging projects or coaching from a specialist or senior manager.
- Positions are expected to be capable of instructing or assigning work to professional, technical or administrative employees and reviewing the quality of work undertaken by these roles.

### *Breadth*

Positions manage the integration of tasks within one activity; professional or technical specialist positions may be focussed on a sub-discipline.

- Positions may deal with a diverse set of conditions such as a variety of client populations, multiple and diverse issues, coverage across a wide set of disciplines, or the need to gain the participation

of a network of stakeholders with different contributions.

### *Interpersonal skills*

- Strong communication skills are required to influence and convince others in the pursuit or achievement of specific and set objectives.
- Positions may be required to contact members of the public regarding sensitive issues with tact and diplomacy to provide or obtain information.
- Positions may communicate with suppliers, peers in other divisions, subordinates, managers or external clients to discuss technical, commercial or administrative issues, resolve field problems or contract requirements, reach agreement on overall plans or schedules, or gain cooperation or participation in an activity.

## Judgement

### *Job environment*

- Positions may be required to develop or modify operational methods or specific operational policies, practices or standards, or to plan and organise projects.
- The modification or development of methods, guidelines or policies may affect the position itself, or the way work is performed by others.
- Changes made at this level usually extend beyond the immediate work environment and may have a lasting effect.
- Positions operate in a complex or specialised environment.
- Positions are constrained to some degree by subject matter, precedent or methodology.

### *Reasoning*

- Problem resolution is a frequent requirement for positions at this level and demands the consideration of many influences.
- Problem resolution is structured by established management systems, engineering or scientific standards, budget parameters or known equipment capacity, and the types of issues encountered are recurring.

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## **Accountability**

### ***Impact***

- Advice and counsel provided at this level may be relied upon as guidance and part justification for adopting a particular course of action which affects the manner in which policies or programs are developed or how other jobs are performed or how services are provided.
- The position may be a recognised reference point for others within the Employer in relation to policy, precedent, best practice, standards or the resolution of problems.

### ***Independence and influence***

- Positions at this level are typically required to provide sound advice and recommendations which influence the decisions made by others, including supervisors and peers, in the monitoring, development and delivery of programs.
- Positions may be specialised in a sub-discipline and provide advice to others who have a sound knowledge of the general discipline.
- Positions may provide advice that initiates new developments in policy or program delivery, or professional practice or precedent.

### ***Involvement***

- Positions are individually accountable for the advice provided and participate in the decision making process with respect to how the advice should be used.

# Grade 8

## Grade overview

Positions at this level are typically in charge of a major function or job area(s) for the Council, or are specialist leaders. They may form part of the Senior Management Team.

## Features of the work

Positions at this level perform duties such as developing or modifying systems and operational policies, planning and organising large and complex operational or paraprofessional programs and interpreting complex legislation. Positions conceptualise, identify and develop ideas, analyse alternative courses of action and their implications, address difficult problems in the work environment, devise action plans and advance new approaches

## Expertise

### Knowledge and experience

- Specialised professional and senior managerial positions.
- Work at this level demands highly specialised commercial, professional, technical, administrative or advanced managerial capability to understand the nature of the Employer and position it to meet major challenges; explain the purpose and direction of the Employer to key stakeholders; shape, monitor and evaluate business plans to achieve improvement in a core element of the Employer; formulate new policies and practices; manage large or complex resources to achieve key corporate goals; manage a professional team or lead major research and development programs.
- Positions are required to interpret and implement business strategies and tactics that have been provided.
- Positions typically require a degree or equivalent qualifications, extensive knowledge and skills and many years of experience in the area of operation.

### Breadth

- Positions manage many of the activities that comprise a complete function in the Employer.
- Positions deal with a diverse set of conditions such as a variety of client populations, multiple and diverse issues, coverage across a wide set of disciplines, or the need to gain the participation of a network of stakeholders with different contributions.

## Interpersonal skills

Superior communication skills are required to lead and motivate others to cooperate in resolving conflicts over priorities, the use of resources, management decisions, and professional concepts and processes

Positions at this level typically directly manage a small number of employees.

## Judgement

### Job environment

- Positions span a range of activities in complex or specialised environments.
- Work assignments at this level regularly require the modification or adaptation of established systems or operating plans, or the relating of precedent to new situations.
- The modification or development of methods, guidelines or policies may affect the position itself, or the way work is performed by others.
- Changes made at this level usually extend beyond the immediate work environment and may have a lasting effect.

## Reasoning

- Problem resolution is a frequent requirement for positions at this level and demands the consideration of many influences.
- A variety of alternatives must be analysed before choices can be made and solutions to major problems can be developed.

## Accountability

### Impact

- The advice provided is fundamental to the Employer and affects the design and provision of major programs or the determination of major policy issues.
- The advice is strategic and critical to the Employer and affects the overall direction of activities and programs.

### Independence and influence

- Positions at this level provide expert advice or counsel, however the Employer has access to advice from a number of sources and may seek alternative advice or a second opinion on sensitive issues.

- 
- Positions lead the investigation of major corporate issues and stimulate the development of strategies to resolve problems affecting organisation operations.

***Involvement***

- Positions are individually accountable for the advice provided and participate in the decision making process with respect to how the advice should be used.

## **3.4 Performing higher and lower classified duties**

The Employer will take a consistent approach when employees perform higher or lower classified duties.

### **3.4.1 Lower classified duties**

Employees, notwithstanding their level of classification, can be directed to perform work of a lower classification.

Where an employee is moved from their usual position to carry out work in a lower classified position they will not have their wages reduced unless:

- The cause of such move is the employee's inability to perform to the required standard after repeated training; or
- The work usually performed by the employee is completed or is held over for more than four working weeks, or being of a seasonal nature is completed for the season.

### **3.4.2 Higher classified duties**

Payment for higher duties will apply as follows:

- Employees working in positions classified in Grades 1-3 inclusive will be eligible for higher duties payment where they work for a minimum of four hours cumulative in one day.
- Employees working in positions classified Grade 4 and higher will be eligible for higher duties payment where they work for a minimum continuous period of five working days.

An employee that is directed by the Employer to perform all of the duties at that time pertaining to a higher-graded position will be paid the minimum level for the higher graded position retrospective to the date of commencing such duties.

An employee directed by the Employer to perform only part of the duties pertaining to a higher-graded position will be paid, retrospectively to the date of commencing that part of those duties, such remuneration commensurate with its value as may be agreed by the Employer and the relevant employee.

Where agreement cannot be reached, the *Grievance and dispute settlement/resolution* (clause 1.9) of this Agreement will apply.

Payment of higher duties may be subject to satisfactory completion of the work assigned.

When employees who are in receipt of such payment commence annual or Personal/Carer's Leave, they must receive any payment to which they are entitled pursuant to this Agreement at the higher rate of pay if they have been in receipt of such higher rate of pay continuously for three calendar months or more immediately preceding the taking of Annual or Personal/Carers Leave.

Employees who are performing higher duties must receive higher duties for a public holiday only if the said public holiday falls within the period of higher duties.

When an employee on higher duties performs overtime completing the duties of the higher classified position, payment must be at the higher rate of pay.

Where five or more accumulated Rostered Days Off have been added to any approved leave then payment of higher duties for the Rostered Day Off component must be paid at the higher rate of remuneration. Part payment may be made when less than full responsibility is accepted.

Where an employee is requested to do higher duties for a period in excess of three months they will be provided with a detailed position description and a higher duties payment if applicable, will be included in the employee's fortnightly pay.

### **3.4.3 Federal minimum wage**

No employee (other than a junior employee, trainee, apprentice or employee under a Supported Wage System payment) will be paid less than the federal minimum wage.

The federal minimum wage for full-time adult employees will be the rate set and adjusted by the Fair Work Commission Minimum Wage Panel from time to time.

Adults employed under a supported wage clause will continue to be entitled to receive the wage rate determined under that clause. Provided that such employees must not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in this clause.

The wage rates provided for juniors by this Agreement continue to apply unless the amount determined under this clause is greater.

The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in this clause.

## **3.5 Apprentices and trainees**

Apprentices - Apprentices will be paid in accordance with *Apprentice pay rates* (clause 3.15).

Trainees - All trainees will be paid in accordance with the trainee wage rates in the Local Government Industry Award 2010 as adjusted by Minimum Wage Panel.

## **3.6 Junior employee rates**

A junior employee is defined as an employee under the age of 19 who is engaged to perform a role that does not have pre requisite education or experience requirements and the performance expectations are less than the comparable adult position.

The minimum rates to be paid to junior employees, except where otherwise mentioned in this award, must be the percentages of the appropriate adult rate detailed below.

|                            |                                       |
|----------------------------|---------------------------------------|
| Under 18 years of age      | 65% of Grade 1, Level 3 for employees |
| Over 18 and under 19 years | 77% of Grade 1, Level 3 for employees |

An employee under the age of 18 engaged to perform a role that has prerequisite education or experience requirements and the performance expectations are that of a comparable adult position, will be paid full adult rates in accordance with the pay scales.

## **3.7 School-based apprentices**

School based apprentices and trainees will be remunerated consistent with the 'school based apprentice' clause of the Local Government Industry Award 2010.

### **3.8 Supported Wage System**

The Employer supports the Australian Government's Supported Wage System that aims to increase employment opportunities for people with disability by providing an industrial relations framework that enables the legal payment of a productivity-based, or pro-rata wage.

The Employer will access the Supported Wage System to allow payment of a productivity-based wage that matches an independently assessed productivity rate.

Most Australians with disability participate in the open workforce at full rates of pay. However, some people are unable to find or keep a job at full wage rates due to the effect of disability on their workplace productivity.

To enable the Employer to support these workers, the Employer will utilise the Australian Government's panel of independent Supported Wage System assessors to conduct workplace productivity assessments in the event that the Employer decides to employ people with disability under the Supported Wage System provisions.

### **3.9 Overtime**

Except as otherwise provided in this Agreement, all time worked outside the times fixed for normal starting and finishing work will be overtime.

Overtime and penalty rates will not apply to:

- Casual employees, unless they have worked more than ten hours in a day; or
- Employees covered by an Individual Flexibility Agreement where overtime has been specifically identified as included in an hourly/annual rate.

No shift loading, penalty rate or casual loading will apply where overtime rates applies.

#### **3.9.1 Requirement to work reasonable overtime**

- The Employer may require an employee to work reasonable overtime at overtime rates or with Time In Lieu of overtime provided that an employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - Any risk to employee health and safety;
  - The employee's personal circumstances including any family responsibilities;
  - The needs of the workplace or enterprise;
  - The notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
  - Any other relevant matter or matter under the National Employment Standards.

#### **3.9.2 Meal break**

An employee working overtime must be allowed a meal break of twenty minutes without deduction of pay after each four hours of overtime work, if the employee continues to work after such meal breaks.

### **3.9.3 Payment of overtime**

#### **3.9.3.1 Overtime rates**

All employees must be paid overtime at the rate of:

- (a) Time and a half for the first two hours worked and double time thereafter, provided that double time must be paid for all overtime worked between 11.00pm and the employee's ordinary starting time; and
- (b) Except where otherwise specified in this Agreement, payment will be at the rate of double time for all work performed between 11.00pm Friday and ordinary start time Monday. A minimum of three hours will apply.

No overtime will be paid for work performed between 6.00am and the employee's normal starting time unless the total hours of work exceed the total normal hours worked on that day.

For work directed to be done during normal meal hours and thereafter until a meal break is allowed, time and a half rates must be paid where the subsequent full meal break occurs outside the hours of 11.00am and 2.00pm.

#### **3.9.3.2 Time in Lieu (TIL)**

Employees will be paid overtime unless they request the option of Time In Lieu of time worked and this is agreed to by the employee's supervisor or manager in accordance with *Time in Lieu* (clause 3.9.9).

#### **3.9.3.3 Overtime/TIL forms**

Employees will complete an overtime form or other document as agreed and have it signed by their supervisor or manager and forward the form to the payroll office when they work overtime and claim payment or Time In Lieu of overtime worked. Records of time accrued and taken off in lieu of overtime will be maintained by the Payroll Office for seven years.

#### **3.9.3.4 Weekend work**

Employees:

- (a) Who do not regularly work on a Saturday or Sunday; but
- (b) Are required to work on a Saturday or Sunday on an intermittent basis to complete work that cannot be completed during ordinary hours on a Monday to Friday;

will receive TIL on a time for time basis when required to work on a Saturday or Sunday.

### **3.9.4 Duty to notify hours worked and ten hour break requirement**

Where employees have worked more than 12 continuous hours they are to notify the duty supervisor or their manager to discuss the need to continue working, the viability of ceasing work or arranging relief.

Full-time and part-time employees who work so much overtime between the termination of ordinary hours on one working day and the normal commencement time for work on the following day, that they would not have at least ten consecutive hours off duty, must be released after completion of the overtime until they do have ten consecutive hours off duty. They will not incur any loss of pay for ordinary working time that they would have otherwise worked, had they not taken a ten hour break.

If on the instruction of the Employer an employee resumes or continues work without having had such ten consecutive hours off duty, then payment will be at double time until released from duty. The employee will be entitled to be absent for ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 3.9.5 Call-outs

Any number of call-outs with a total duration of less than three hours each does not warrant a ten hour break. (Where many short callouts occur and sleep patterns have been severely disrupted, employees must contact the duty supervisor or their manager to discuss their fitness for work and whether their actual starting time should be delayed to allow a period of rest).

| <b>After hours – Monday afternoon to Friday morning:</b> |                  |                                    |                                       |
|--|------------------|------------------------------------|---------------------------------------|
| <b>Call-out commencing</b>                               | <b>Finishing</b> | <b>Time off work entitlement</b>   | <b>Ten hour break entitlement</b>     |
| 4.30pm to 9.30pm   | 4.30pm to 9.30pm | 10 hour break (9.30 pm to 7.30 am) | No                                    |
| 4.30pm to 9.30pm   | After 9.30pm     | 10 hour break from finishing time  | Yes                                   |
| After 9.30pm   | Before 2.30am    | 10 hour break from finishing time  | Yes                                   |
| After 9.30pm   | After 2.30am     | 10 hour break from finishing time  | Yes                                   |
| After 2.30am   | Before 7.30am    | 10 hour break (4.30pm to 2.30am)   | No, or as agreed with duty supervisor |
| After 2.30am   | After 7.30am     | 10 hour break (4.30pm to 2.30am)   | No, or as agreed with duty supervisor |

| <b>After hours – Friday afternoon to Monday morning:</b> |                               |   |  |
|--|-------------------------------|---|--|
| <b>Call-out commencing</b>                               | <b>Finishing</b>              | <b>Time off work entitlement</b>          | <b>Ten hour break entitlement</b>  |
| 4.00pm Friday to midnight Sunday                         | 4pm Friday to midnight Sunday | 10 hour break (during weekend)            | No   |
| Before midnight Sunday                                   | After midnight Sunday         | 10 hour break (during weekend)            | No, or as agreed with duty supervisor                                      |
| After midnight Sunday                                    | If work more than 4½ hours    | 10 hour break from completion of call-out | Yes  |
| After 4.30am Monday morning                              | If work over 3 hours          | Finish work at noon Monday                | Yes, overtime call out payment cease with completion of original call out. |

### 3.9.6 Part-time employees

Overtime will apply to part-time employees where time worked exceeds 7.6 hours on any single day Monday to Friday, on the understanding that the maximum ordinary hours that a part-time employee may work without being paid overtime is 76 hours per fortnight.

### 3.9.7 QVMAG fieldwork

Overtime for Museum employees on fieldwork must be approved by the QVMAG director. A Museum employee will not be required by the Employer to do unpaid fieldwork. The maximum amount of overtime paid to a Museum employee on fieldwork will be eight hours at the appropriate penalty rate for any single day.

### 3.9.8 Work on a public holiday

Employees required to work on a public holiday between what would be the normal starting time and the normal

finishing time on an ordinary working day, will be paid at one and a half times the Base Rate of Pay for all time worked; and if required to work on a public holiday outside such ordinary working times, will be paid at two and a half times the Base Rate of Pay for all time worked; such payments to be in addition to the normal wages for the day with a minimum payment of three hours.

### **3.9.9 Time in Lieu (TIL)**

With the Employer's permission, which must be given prior to the employee accruing Time In Lieu, provided that current Annual Leave accruals don't exceed the maximum accrual as set out in the Annual Leave provisions of this Agreement, *Annual Leave* (clause 5.1) an employee may accrue approved overtime as TIL on a time for time (1:1) basis.

A maximum of 38 hours may be accumulated as TIL and the TIL must then be taken within the following four week period unless an extension is agreed by the director. Any accrued TIL must be taken before taking any accrued Annual Leave or Long Service Leave entitlements. Any accumulated TIL above the 38 hours will only be permitted in exceptional circumstances and at the discretion of the director.

Provided that there is a limit appropriate to the entitlement on the amount of hours an LWC Operator employee can accrue as TIL.

## **3.10 Call-outs**

Employees recalled to work after leaving the Employer's premises (whether notified before or after leaving the premises) must be paid a minimum of four hours work at the appropriate overtime rate. Where the employees have been paid for standing by in accordance with the *Stand-by Allowance* (clause 3.11.13) of this Agreement, they will be paid for a minimum of three hours work at the appropriate overtime rate for each time recalled; provided that except in the case of unforeseen circumstances arising, employees will not be required to work the full three or four hours if the job is completed within a shorter period.

This call-out clause will not apply in cases where:

- It is customary for employees to return to the Employer's premises to perform specific jobs outside ordinary working hours; or
- The overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Part-time employees or QVMAG fieldwork employees will not receive overtime where the actual time worked is less than three hours when recalled.

When an employee attending a call-out receives subsequent call-outs prior to actually returning home, they will be regarded as within the original call if:

- Received within three hours of the original call-out when paid the Stand-by Allowance; or
- Received within four hours of the original call-out when no Stand-by Allowance has been paid.

When an employee, being an employee whose classification is recognised as indoor work, consider it not necessary to remain continuously on a site whilst remedial works are being carried out and returns home, but subsequently returns to the site, such second or subsequent return to the site will be regarded as part of the original call-out.

All employees will be paid overtime at the rate of time and a half for the first two hours worked and double time thereafter, provided that double time will be paid for all overtime worked between 11.00pm and the employee's ordinary starting time.

Except where otherwise specified in this Agreement, payment will be at the rate of double time for all work performed between 11.00pm Friday and ordinary start time Monday. A minimum of three hours will apply.

## **3.11 Allowances descriptions**

### **3.11.1 Association memberships**

The total cost of an employee's annual membership fees to one technical or professional association pertaining to their employment will be met on a shared basis (50/50) by the Employer and employee.

### **3.11.2 Application of weedicide, etc.**

Employees required to use toxic substances or materials of a like nature must be informed by the Employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed for the use of such materials. Employees using toxic substances or materials of a like nature will receive an allowance as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.3 Depth Allowance**

An employee required to work at a depth of 1.5 metres or deeper will be paid an additional allowance payment as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.4 Early morning cleansing employees**

In addition to other payments due to an employee under this Agreement early morning cleansing employees required to commence duty before 6.00am will receive an additional allowance payment as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.5 Exhumation**

Where employees are required to perform work in connection with exhumation, they will be paid an Exhumation Allowance as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.6 Grave Reopening Allowance**

Employees required to reopen a grave will be paid a grave reopening allowance as detailed in the *Allowance rates* clause (3.12) of this Agreement.

### **3.11.7 Height Allowance**

An employee required to work at a height of 1.5 metres or higher will be paid an additional allowance payment as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.8 In-charge Allowance**

At the direction of the leading hand, immediate supervisor or manager in advance leading hands and/or employees in-charge will receive an allowance as detailed in the *Allowance rates* (clause 3.12) of this Agreement for the time that they perform the role (minimum 15 minutes). This Allowance does not apply to employees classified above Grade 3 Level 15. Where an employee, who is paid at Grade 3 Level 15, is in receipt of an In-charge Allowance and transfers to or is employed in a role that is evaluated by the Employer as being Grade 4, the Employer will consider paying the employee at Grade 4 Level 16 or 17.

### **3.11.9 Meal Break Allowances**

Meal allowances will be paid when an employee commences duty not less than two hours before normal starting time or remains on duty not less than two hours after normal finishing time and notice of this overtime was not provided prior to the finishing time on the previous work day. Meal allowance rates are detailed in the *Allowance rates* (clause 3.12) of this Agreement.

The Meal Break Allowance does not apply to QVMAG employees on fieldwork.

### **3.11.10 Mechanical workshop**

This Allowance is only payable when:

- (a) The employee has advised a coordinator/supervisor of the potential to be in direct contact with the objectionable material; and
- (b) A coordinator/supervisor has authorized the employee to have direct contact with the objectionable material.

The Employer must endeavour to apply reasonable and practicable controls to minimise employee contact with objectionable materials and if the objectionable materials cannot be removed and direct contact is required by the Mechanical Workshop employee then the objectionable material condition shall be applied.

For the purposes of this clause

- 'Objectionable material' means:
  - Dead animals;
  - Putrescible waste;
  - Infected materials; and
  - Sludge from cess pits and/or grease traps.
- 'Direct contact' means to touch, grasp, feel or manipulate through the hands (whether with or without gloves) but does not include touching, grasping, feeling or manipulating through a tool or other instrument.

### **3.11.11 Scaffolding Allowance**

Where an employee who is a licensed scaffolder is engaged to erect scaffolding subject to Workplace Standards inspection, they will receive an allowance payment as detailed in the *Allowance rates* (clause 3.12) of this Agreement. (This Allowance is in recognition of the additional skill and responsibility associated with such work and is additional to the rates associated with the *Height Allowance* (clause 3.11.7)

### **3.11.12 Sewerage work**

An employee that is required to work in direct contact refer *Mechanical workshop* (clause 3.11.10) with sewerage (typically on stormwater pits or associated infrastructure within the combined sewerage area) will be paid an allowance equivalent to the employee's Base Rate of Pay per hour or part thereof. Increases applied to other allowances in this Agreement will not apply to the Sewage Allowance, refer *Allowance rates* (clause 3.12).

### **3.11.13 Stand-by Allowance**

A Stand-by Allowance will be paid where employees are on call, outside normal working hours, and fit and able to respond to the call-outs and able and willing to travel to either Remount Road Depot or Town Hall as soon as possible but no later than within 45 minutes of the call, refer *Call-outs* (clause 3.10). The allowance payable is as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

### **3.11.14 Education Assistance – payment**

Where a request for education assistance is employee initiated in accordance with the Employee Education Assistance Policy approval must be given by the Executive Management Committee. The Executive Management Committee will authorise payment of fees and the Human Resources Department will confirm the offer to the employee on behalf of the Employer.

An employee may elect payment of course fees as a reimbursement or as an allowance.

Full reimbursement of fees may not be required where an alternative arrangement was agreed to at the time a position was offered by the Employer and accepted by the employee, or where an alternative arrangement has been agreed to as part of an Individual Flexibility Agreement.

### **3.11.15 Transport employees**

The following employees will be entitled to an allowance in accordance with *Allowance rates* (clause 3.12) of this Agreement:

- An employee operating a crane mounted on the chassis of a truck that requires as a minimum, a Medium Rigid Heavy Vehicle Drivers Licence; and
- An employee, who is not a supervisor, in receipt of an in-charge rate, or paid in excess of Grade 3 Level 10, who operates a truck that requires a Medium Rigid Heavy Vehicle Drivers Licence as a minimum, (not being a tractor) and tows a trailer.

### **3.11.16 Tree Crew Allowance**

Where an employee possesses a current Arboriculture Certificate (Level 3) and a current Close Proximity to Powerlines ticket and an Elevated Work Platform ticket and works as part of the Tree Crew, they will be paid an allowance as detailed in the *Allowance rates* (clause 3.12) of this Agreement

Tree Crew employees will have no entitlement to be paid a Towing Allowance or a Height Allowance. Employees working in a supervisory role paid Grade 4 and higher are not eligible for this Allowance.

### **3.11.17 Uniform and protective clothing**

The Employer must supply and meet the cost of uniforms or protective clothing where it is a work requirement that it be worn.

In the event of disagreement between the Employer and the employee concerning the work requirements for a uniform or protective clothing, the matter must be resolved through the *Grievance and dispute settlement/resolution* (clause 1.9).

The Employer will issue a uniform to employees consistent with its policies and procedures. Such items will be replaced on the approval of the relevant manager or supervisor where they cease to become protective or serviceable.

Employees may be required to return clothing, footwear or other protective equipment to the Employer prior to replacements being issued.

Alternative protective footwear must be supplied on the recommendation of a qualified medical practitioner.

Weatherproof clothing and gumboots or leggings and appropriate hats and gloves will be provided where they are necessary due to the nature of the work.

Parking Officers who are required to wear a regulation uniform as prescribed by the Employer must, in addition to their uniform, be supplied annually with two pairs of shoes suitable for the distances and terrain they walk on.

Employees are responsible for the care and maintenance of articles of clothing issued to them. Employees wilfully damaging or destroying any article of protective clothing will be required to pay for it.

The Employer will provide at its cost, when requested by an employee, appropriate mechanisms for the removal of tar bitumen, emulsion or other similar preparations.

The Employer will provide laundering service for clothing contaminated with infectious matter.

Employees will be supplied with appropriate personal protective equipment to perform the tasks required of them.

Where protective clothing is required and supplied, it must be worn.

### **3.11.18 Vehicle and Travelling Allowance**

Employees must seek and receive approval to use their personal motor vehicle in the performance of duties for the Employer. Failure to do so may result in the refusal of any allowance payment.

Employees authorised by management to use their personal motor vehicle in the performance of duties for the Employer, will be paid an allowance for such a use at the relevant rate prescribed from time to time for employees of the State Service as detailed in the *Allowance rates* (clause 3.12) of this Agreement.

When an employee working overtime finishes work at a time when reasonable means of transport is not available, the Employer will provide transport or pay reasonable costs incurred.

### **3.11.19 Working Tools and Tool Allowance**

The Employer will not pay a Working Tools And Tool Allowance to an employee.

The Employer will provide the necessary tools and equipment for an employee to perform the inherent requirements of their role.

Employees will not use their own tools without prior approval of their manager or supervisor.

For approval to be granted, there must be an agreement detailing what will take place in the event that the tool/s require maintenance, are damaged, lost or stolen while at the Employer's workplace.

### 3.12 Allowance rates

| Title   | Rate \$     | Rate of payment                          |
|---|-------------|--|
| Operating chassis mounted crane on truck  | 2.50        | Per day                                  |
| Depth Allowance (1.5m and below)  | 2.10        | Per hour                                 |
| Driving truck collecting garbage  | 14.45       | Per week                                 |
| Driving truck towing trailer  | 2.55        | Per day                                  |
| Early Morning Cleansing Crews (start before 6:00am)   | 5.00        | Per day                                  |
| Exhumation Allowance  | 150.00      | Per exhumation                           |
| Grave Reopening Allowance   | 15.00       | Per grave                                |
| Height allowance (1.5m and above)   | 2.10        | Per hour                                 |
| In-charge Allowance (1 to 3 Personnel)  | 19.95       | Per week = (0.5250 per hour)             |
| In-charge Allowance (4 to 6 personnel)  | 31.50       | Per week = (0.8289 per hour)             |
| In-charge Allowance (7 to 10 personnel)   | 42.10       | Per week = (1.1079 per hour)             |
| In-charge Allowance (10 or more personnel)  | 52.40       | Per week = (1.3789 per hour)             |
| Meal Allowance - Breakfast  | Same rate   | Per day                                  |
| Meal Allowance - Lunch  | *14.00      | Per day                                  |
| Meal Allowance - Dinner   | *23.90      | Per day                                  |
| Mechanical Workshop - Active landfill face  | Hourly Rate | Double time for applicable period worked |
| Mechanical Workshop - On landfill site or working on fixed plant at the Transfer Station, or working on fixed plant in workshop in direct contact with objectionable material | 3.00        | Per hour                                 |
| Personal Motor Vehicle Travel Allowance – 2 litres and above Effective 30/8/06  | *0.4787     | Per km                                   |
| Personal Motor Vehicle Travel Allowance – less than 2 litres Effective 30/8/2006  | *0.4117     | Per km                                   |
| Scaffolding   | 2.10        | Per hour                                 |
| Sewerage Allowance  | Hourly rate | Double time for applicable period worked |
| Stand-by Allowance (Fri, Sat, Sun, and public holidays)   | 40.00       | Per day                                  |
| Stand-by Allowance (Mon, Tues, Wed, Thur)   | 35.00       | Per day                                  |
| Tree Crew Allowance   | 65.10       | Per week                                 |
| Weed spraying   | 0.61        | Per hour                                 |

\* Allowance to reflect the amount paid to State Service employees

### **3.13 Enterprise Agreement payments**

The following payments will incorporate any safety net increases, which are available through decisions of the Fair Work Australia Minimum Wage Panel or any other successor organisation.

### **3.14 Annual salary and wages increases**

#### ***1<sup>st</sup> Instalment***

This instalment will be paid effective from the first full pay period on or after 1 July 2013. The wages and salary rates will be increased by 2%.

#### ***2<sup>nd</sup> Instalment***

This instalment will be paid effective from the first full pay period on or after 1 July 2014. The wages and salary rates will be increased by 2%.

#### ***3<sup>rd</sup> Instalment***

This instalment will be paid effective from the first full pay period on or after 1 July 2015. The wages and salary rates will be increased by 2%.

### 3.14.1 Wage and salary rates

|       |       | Effective date of increases |           |                        |         |           |                        |         |           |                        |         |
|-------|-------|-----------------------------|-----------|------------------------|---------|-----------|------------------------|---------|-----------|------------------------|---------|
| Grade | Level | 1-July-12                   | 1-July-13 | Total Rem (Inc. Super) |         | 1-July-14 | Total Rem (Inc. Super) |         | 1-July-15 | Total Rem (Inc. Super) |         |
|       |       | per annum<br>(% increase)   | per annum | Ongoing                | Temp    | per annum | Ongoing                | Temp    | per annum | Ongoing                | Temp    |
| 1     | 1     | 42,789                      | 43,645    | 50,301                 | 48,991  | 44,518    | 51,307                 | 49,971  | 45,408    | 52,333                 | 50,971  |
|       | 2     | 43,374                      | 44,241    | 50,988                 | 49,661  | 45,126    | 52,008                 | 50,654  | 46,029    | 53,048                 | 51,667  |
|       | 3     | 43,972                      | 44,851    | 51,691                 | 50,346  | 45,748    | 52,725                 | 51,353  | 46,663    | 53,780                 | 52,380  |
|       | 4     | 44,585                      | 45,477    | 52,412                 | 51,048  | 46,386    | 53,460                 | 52,069  | 47,314    | 54,529                 | 53,110  |
|       | 5     | 45,215                      | 46,118    | 53,152                 | 51,769  | 47,042    | 54,216                 | 52,804  | 47,983    | 55,300                 | 53,860  |
|       | 6     | 45,859                      | 46,776    | 53,910                 | 52,506  | 47,712    | 54,988                 | 53,556  | 48,666    | 56,087                 | 54,628  |
| 2     | 6     | 45,859                      | 46,776    | 53,910                 | 52,506  | 47,712    | 54,988                 | 53,556  | 48,666    | 56,087                 | 54,628  |
|       | 7     | 46,520                      | 47,450    | 54,687                 | 53,263  | 48,399    | 55,780                 | 54,328  | 49,367    | 56,896                 | 55,415  |
|       | 8     | 47,198                      | 48,142    | 55,484                 | 54,039  | 49,105    | 56,593                 | 55,120  | 50,087    | 57,725                 | 56,223  |
|       | 9     | 47,892                      | 48,850    | 56,299                 | 54,834  | 49,827    | 57,425                 | 55,931  | 50,823    | 58,574                 | 57,049  |
|       | 10    | 48,613                      | 49,585    | 57,147                 | 55,659  | 50,577    | 58,290                 | 56,773  | 51,589    | 59,456                 | 57,908  |
| 3     | 10    | 48,613                      | 49,585    | 57,147                 | 55,659  | 50,577    | 58,290                 | 56,773  | 51,589    | 59,456                 | 57,908  |
|       | 11    | 49,385                      | 50,373    | 58,055                 | 56,543  | 51,380    | 59,216                 | 57,674  | 52,408    | 60,400                 | 58,828  |
|       | 12    | 50,228                      | 51,233    | 59,046                 | 57,509  | 52,257    | 60,226                 | 58,659  | 53,302    | 61,431                 | 59,832  |
|       | 13    | 51,108                      | 52,130    | 60,080                 | 58,516  | 53,173    | 61,282                 | 59,686  | 54,236    | 62,507                 | 60,880  |
|       | 14    | 52,011                      | 53,051    | 61,142                 | 59,550  | 54,112    | 62,364                 | 60,741  | 55,194    | 63,612                 | 61,956  |
|       | 15    | 53,051                      | 54,112    | 62,364                 | 60,741  | 55,194    | 63,611                 | 61,956  | 56,298    | 64,884                 | 63,195  |
| 4     | 15    | 53,051                      | 54,112    | 62,364                 | 60,741  | 55,194    | 63,611                 | 61,956  | 56,298    | 64,884                 | 63,195  |
|       | 16    | 54,268                      | 55,353    | 63,795                 | 62,134  | 56,460    | 65,071                 | 63,377  | 57,590    | 66,372                 | 64,644  |
|       | 17    | 55,561                      | 56,672    | 65,315                 | 63,615  | 57,806    | 66,621                 | 64,887  | 58,962    | 67,953                 | 66,185  |
|       | 18    | 56,985                      | 58,125    | 66,989                 | 65,245  | 59,287    | 68,328                 | 66,550  | 60,473    | 69,695                 | 67,881  |
|       | 19    | 58,458                      | 59,627    | 68,720                 | 66,931  | 60,820    | 70,095                 | 68,270  | 62,036    | 71,497                 | 69,636  |
| 5     | 20    | 59,268                      | 60,453    | 69,672                 | 67,859  | 61,662    | 71,066                 | 69,216  | 62,896    | 72,487                 | 70,600  |
|       | 21    | 61,277                      | 62,503    | 72,034                 | 70,159  | 63,753    | 73,475                 | 71,562  | 65,028    | 74,944                 | 72,994  |
|       | 22    | 63,338                      | 64,605    | 74,457                 | 72,519  | 65,897    | 75,946                 | 73,969  | 67,215    | 77,465                 | 75,449  |
|       | 23    | 65,416                      | 66,724    | 76,900                 | 74,898  | 68,059    | 78,438                 | 76,396  | 69,420    | 80,007                 | 77,924  |
|       | 24    | 67,500                      | 68,850    | 79,350                 | 77,284  | 70,227    | 80,937                 | 78,830  | 71,632    | 82,555                 | 80,406  |
| 6     | 25    | 69,219                      | 70,603    | 81,370                 | 79,252  | 72,015    | 82,998                 | 80,837  | 73,456    | 84,658                 | 82,454  |
|       | 26    | 71,612                      | 73,044    | 84,183                 | 81,992  | 74,505    | 85,867                 | 83,632  | 75,995    | 87,584                 | 85,305  |
|       | 27    | 74,006                      | 75,486    | 86,998                 | 84,733  | 76,996    | 88,738                 | 86,428  | 78,536    | 90,512                 | 88,156  |
|       | 28    | 76,397                      | 77,925    | 89,808                 | 87,471  | 79,483    | 91,605                 | 89,220  | 81,073    | 93,437                 | 91,005  |
|       | 29    | 78,783                      | 80,359    | 92,613                 | 90,203  | 81,966    | 94,466                 | 92,007  | 83,605    | 96,355                 | 93,847  |
| 7     | 30    | 80,504                      | 82,114    | 94,636                 | 92,173  | 83,756    | 96,529                 | 94,017  | 85,431    | 98,460                 | 95,897  |
|       | 31    | 82,372                      | 84,019    | 96,832                 | 94,312  | 85,700    | 98,769                 | 96,198  | 87,414    | 100,744                | 98,122  |
|       | 32    | 84,235                      | 85,920    | 99,022                 | 96,445  | 87,638    | 101,003                | 98,374  | 89,391    | 103,023                | 100,341 |
|       | 33    | 86,106                      | 87,828    | 101,222                | 98,587  | 89,585    | 103,246                | 100,559 | 91,376    | 105,311                | 102,570 |
|       | 34    | 87,967                      | 89,726    | 103,410                | 100,718 | 91,521    | 105,478                | 102,732 | 93,351    | 107,587                | 104,787 |
| 8     | 35    | 91,408                      | 93,236    | 107,455                | 104,658 | 95,101    | 109,604                | 106,751 | 97,003    | 111,796                | 108,886 |

### **3.15 Apprentice pay rates**

| <b>Year of apprenticeship</b> | <b>01-Jul-12</b> | <b>Percentage of</b> | <b>01-Jul-13</b> | <b>01-Jul-14</b> | <b>01-Jul-15</b> |
|-------------------------------|------------------|----------------------|------------------|------------------|------------------|
|                               |                  | Grade 3<br>Level 10  | 49,585           | 50,577           | 51,589           |
| 1st year                      | 17,445           | 36%                  | 17,851           | 18,208           | 18,572           |
| 2nd year                      | 24,713           | 51%                  | 25,288           | 25,794           | 26,310           |
| 3rd year                      | 33,920           | 70%                  | 34,710           | 35,404           | 36,112           |
| 4th year                      | 43,611           | 90%                  | 44,627           | 45,519           | 46,430           |

### **3.16 Engineering student rates and cadetship rates**

Degree students undertaking four year University scholarship currently at the University of Tasmania

| <b>Total course completed</b> | <b>Percentage of</b> | <b>01-Jul-13</b> | <b>01-Jul-14</b> | <b>01-Jul-15</b> |
|-------------------------------|----------------------|------------------|------------------|------------------|
|                               | Grade 5<br>Level 20  | 60,453           | 61,662           | 62,896           |
| Up to 25%                     | 60%                  | 36,272           | 36,997           | 37,738           |
| Between 25-50%                | 70%                  | 42,317           | 43,163           | 44,027           |
| Between 51-75%                | 80%                  | 48,362           | 49,330           | 50,317           |
| Between 76-99%                | 90%                  | 54,408           | 55,496           | 56,606           |

The basis of casual pay rates is detailed in *Casual employees* (clause 4.7.3) of this Agreement.

### **3.17 Superannuation**

#### **3.17.1 Definitions**

**Defined Benefits Categories** - means the Launceston City Council Defined Benefits Superannuation Categories administered through the Quadrant Superannuation Scheme.

**Accumulation Category** - means the Launceston City Council Accumulation Superannuation Categories administered through the Quadrant Superannuation Scheme.

**Quadrant Fund** - means the accumulation fund within the Quadrant Superannuation Scheme.

**Tasplan Fund** - means the accumulation fund administered by Tasplan.

**Current employee** - means an employee who commenced employment with the Council prior to the commencement date.

**New employee** - means an employee who commenced employment on or after the commencement date.

**Commencement date** - means the date on which this Agreement began operating.

**Benefit** - means the value of the entitlement the employee has in the category or fund at the time of the transfer or withdrawal.

### **3.17.2 Current employees superannuation funds**

- For current employees, the Employer will pay superannuation contributions into the fund(s) and categories within those funds that contributions were paid to immediately prior to the approval of the Agreement.
- A current employee may elect to transfer their benefit to a different fund or category as outlined below:
  - (a) For ongoing employees that are members of a Defined Benefits Category:
    1. The Accumulation Category; or
    2. The Quadrant Fund; or
    3. Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).
  - (b) For ongoing employees that are members of the Accumulation Category:
    4. The Quadrant Fund; or
    5. Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).
  - (c) For ongoing employees that are members of the Quadrant Fund:
    1. the Accumulation Category; or
    2. Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).
  - (d) For temporary employees or casual employees that are members of the Accumulation Category:
    1. The Quadrant Fund; or
    2. Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).
  - (e) For temporary employees or casual employees that are members of the Quadrant Fund:
    1. the Accumulation Category; or
    2. Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).

### **3.17.3 New employees superannuation funds**

New employees must elect to join:

- (a) The Quadrant Accumulation Fund; or
- (b) The Accumulation Tasplan Fund; or
- (c) Another superannuation arrangement (i.e. another complying superannuation fund or a self-managed fund).

### **3.17.4 Default fund**

If a new employee does not make an election within 30 days of commencement of employment, the Employer will make superannuation contributions to the Quadrant Fund until the new employee elects otherwise in accordance with *New employees superannuation funds* (clause 3.17.3).

### **3.17.5 Amount of employee contributions**

#### **3.17.5.1 The Employer will contribute the following amounts for ongoing full-time employees:**

1. For employees in the Defined Benefits Category –
  - the amount as determined by the Fund Actuary, while ever the category continues; and
  - an additional amount of 6% to the Accumulation Category, Quadrant Fund or Tasplan Fund.
2. For employees in the Accumulation Category, Quadrant Fund, Tasplan Fund or another superannuation arrangement – 15.25%.

#### **3.17.5.2 The Employer will contribute the following amounts for temporary and casual employees:**

For temporary employees or casual employees that are members of the Accumulation Category, Quadrant Fund, Tasplan Fund or another superannuation arrangement – 12.25%;

#### **3.17.5.3 The Employer will contribute the following amounts for all other employees:**

For all other employees – the minimum compulsory employer contribution under the *Superannuation Guarantee Act 1992* (Cth) and any successor.

### **3.17.6 Employee contributions to the Defined Benefits Category**

Employees in the Defined Benefits Category must contribute any amounts as required under the Trust Deed.

### **3.17.7 Satisfaction of compulsory superannuation**

For the avoidance of doubt, the superannuation contributions under *Salary sacrifice* (clause 3.18) are in satisfaction of the minimum compulsory employer contribution under the *Superannuation Guarantee Act 1992* (Cth) and any successor.

## **3.18 Salary sacrifice**

An employee may make an agreement with the Employer for a salary sacrificed amount to be contributed to the Accumulation Category, Quadrant Fund, Tasplan Fund or another superannuation arrangement.

The employee must specify an amount (as a percentage of the Base Rate of Pay) by which their salary is to be reduced ('the salary sacrifice'). There is no restriction on the amount an employee may choose to salary sacrifice.

The salary sacrifice will be deducted from the employee's salary and contributed by the Employer to the fund each month. The Employer will continue to calculate the contributions on the basis of the employee's base rate of pay before the salary sacrifice is deducted.

Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

Calculation of salary for the purpose of leave accruals and other payments due on termination of employment must be calculated on a rate of pay which includes the salary sacrifice contributions.

Changes to the salary sacrifice agreements must be restricted to a maximum of three times per year unless authorised by the relevant director.

# **4 Hours and flexible working arrangements**

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## **4.1 Work, family and lifestyle initiatives**

Work-life balance refers to balancing an employee's personal or family needs and preferences with work commitments. The Employer acknowledges the importance of employees maintaining a work-life balance, and provides discretionary benefits in this Agreement to allow employees to organise their working arrangements in a more flexible way and subject to the Employer's operational needs. This includes individual flexibility, potential access to additional Annual Leave, Paid and Unpaid Parental Leave, Personal/Carer's Leave, part-time employment for parents returning from Parental Leave up until their child reaches school age, Emergency Leave Without Pay and where feasible, opportunities to job share and support for victims of family violence.

Employees recognise that a flexible approach is required if the Employer is to implement family-friendly policies, meet operational needs and reduce leave balances to sustainable levels.

## **4.2 Hours of work**

### **Ordinary hours**

The ordinary hours of work are:

- (a) An average of 38 hours per week for all full-time employees; and
- (b) Worked between 6.00am and 6.00pm. By mutual consent between the Employer and the majority of affected employees, starting and finishing times can be outside the 6.00am to 6.00pm spread. This applies from Mondays to Fridays (inclusive). If an employee in an existing work group is adversely affected by a majority decision to change the start and finish time, then that employee may request an alternative arrangement, including redeployment.

The maximum number of ordinary hours of work in any four consecutive weeks must not exceed 152 hours.

The hours of duty for supervisors with outside employees under their immediate supervision may be the same ordinary hours as the employees supervised.

### **4.2.1 Ordinary hours – Early Morning Cleansing Services**

The hours of duty of early morning cleansing services employees will be those hours as may be fixed by mutual agreement by the Employer and the affected employees.

### **4.2.2 Alteration of start and finish times**

- (a) For a temporary alteration of up to three months the normal starting and finishing times of employees under this Agreement must not be altered unless:
  1. The Employer gives 48 hours notice; or
  2. In emergency situations – eight hours' notice; or
  3. By mutual agreement between the Employer and the employees concerned at any time.
- (b) For ongoing alterations greater than three months the normal starting and finishing times of employees under this Agreement must not be altered unless the Employer gives seven days clear notice.

### **4.2.3 Meal breaks**

Lunch breaks may not commence later than five hours after the commencement of work and must be taken between the hours of 11.00am and 2.00pm. The minimum time for a lunch break is 30 minutes.

The commencement time of lunch breaks can be flexible to suit the requirements of the position and employees will be willing to defer lunch breaks when it will enable them to restore services or undertake urgent or emergency work.

#### **4.2.4 Rest periods**

Outdoor and indoor employees will be allowed a period of ten minutes during the first part of the day or shift for a rest period without deduction of pay.

Employees will not, unless approved, return to their recognised starting and finishing points for morning tea and lunch unless clean and dry hand washing and toilet facilities are not available where they are working or closer than their recognised starting and finishing point. Public conveniences are considered appropriate facilities.

### **4.3 Shift work**

The ordinary hours of work must average 38 per week and must not exceed 152 hours in 28 consecutive days. For the purposes of this clause, the ordinary hours of a shift must not exceed nine consecutive hours.

Shift work may be worked on any day of the week.

20 minutes will be allowed to shift workers each shift for a meal break, which must be counted as time worked.

Shift workers will be paid:

- Ordinary rates for normal shift work between midnight Sunday and midnight of the next Friday;
- Time and a half for all normal shifts worked between midnight Friday and midnight on the next Saturday; and
- Double time for all work performed between midnight Saturday and midnight on the next Sunday.

Where shift workers are called upon to work on a public holiday as part of the normal shift, such employees will receive an additional day off as Annual Leave in lieu thereof.

If employees on shift work, night work or on any other weekly work:

- Are not informed before they leave work that they are not required to work their next shift, night work or week work; and
- Attend work on their next shift, night work or week work; and
- No work is available for them or given to them,

they must be paid the ordinary wages for the shift, night or week not worked.

Where employees are engaged on shift work, the respective minimum rate of wages specified by this Agreement will be increased by 15% per shift, except in the case of Saturday and Sunday shifts which must be paid for as double time for all work performed between midnight Saturday and midnight on the next Sunday.

All time worked beyond the ordinary rostered shift hours except on Saturdays or Sundays will be paid for at the rate of time and a half for the first two hours and double time thereafter. For all time worked beyond the ordinary rostered shift hours between midnight Friday and midnight Sunday, payment will be made at the rate of double time.

Seven-day shift workers (that is, full-time employees who are rostered to work regularly on Sundays and public holidays) will be allowed an additional seven consecutive days (five week days plus Saturday and Sunday). Leave Loading will apply.

Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven-day shift worker, they will be entitled to have the period of Annual Leave detailed in *Return to work* (clause 5.1.2) increased by one half a day for each month they are continuously engaged as 7-day shift worker to a maximum of 38 hours in any 12 month period.

## **4.4 Night work**

### **4.4.1 Programmed night work**

- Seven days notice will be provided to employees requested to undertake programmed night work.
- Night work between 4.00pm and 6.00am will be worked instead of an employees normal day work.
- Where possible, the Employer will commence programmed night work on Sunday nights.
- Employees performing night work instead of day work will be paid:
  - First 8.5 hours at the Base Rate of Pay plus a 20% loading;
  - Any additional hours at double time; and
  - Normal meal and rest break arrangements will apply.
- Where an employee has worked more than 12 continuous hours, they are to notify the project manager, duty supervisor or their manager to discuss the need to continue working, the viability of ceasing work or arranging relief.
- The manager must determine if an employee is required to work more than 12 continuous hours. The employee must advise the manager if they are unable to continue working.
- Personal family circumstances or other responsibilities will be taken into account where an employee is requested to work programmed night work. An employee who is unable, due to personal family circumstances and responsibilities, to work night work will be temporarily redeployed and replaced for the period of the project.
- Where an employee works night work, is not required to work the following night and the following day is a Rostered Day Off, they will chose to:
  - Take the Rostered Day Off as planned; or
  - Apply the ten hour break rule and report to work at the end of their ten hour break.
- Where an employee works night work and is required to work the following night, they will be able to accrue the Rostered Day Off and take it at a mutually agreed time over the following three months.

### **4.4.2 Reactive night work**

- Employees will be contacted as soon as possible when requested to perform reactive night work.
- Employees scheduled to work day work on the same day as they are required to work night work will under normal circumstances, not be required to work for the period of six hours prior to the commencement of night work to provide an opportunity for the employee to rest. Employees will be paid at the Base Rate of Pay for any time that they would otherwise be at work.
- Work performed as night work following day work will be paid as follows:
  - First two hours at time and a half; and
  - Remainder at double time.
- The ten hour break rule clause applies for day work scheduled the following day.
- Where employees are required to work additional nights instead of day work, they will be paid:
  - First 8.5 hours at the Base Rate of Pay plus 20% loading; and
  - Double time thereafter.
- Where an employee has worked more than 12 continuous hours, they are to notify the project manager, duty supervisor or their manager to discuss the need to continue working, the viability of ceasing work or arranging relief.

- The manager must determine if an employee is required to work more than 12 continuous hours. The employee must advise the manager if they are unable to continue working.
- Personal family circumstances or other responsibilities will be taken into account where an employee is requested to work reactive night work. An employee who is unable, due to personal family circumstances and responsibilities, to work night work will be temporarily redeployed and replaced on the crew for the period of the project.
- Where an employee continues their day work into overtime, it will not be considered reactive night work.
- Employees called out to work are not covered by *Programmed night work* (clause 4.4.1) or *Reactive night work* (clause 4.4.2).

## 4.5 Rostered Days Off (RDO)

### 9-day fortnight

- Full-time employees currently working a 9-day fortnight work pattern are entitled to continue to work this pattern.
- Full-time employees recruited to work in areas where a 9-day fortnight working pattern is established will be required to formally record and manage their fortnightly RDO in accordance with the Council's standard practice.

### 19-day month

With the exception of:

- Employees working a 9-day fortnight work pattern; and
- Members of senior management and the Executive Management Committee,

all other full-time employees are entitled to work a 19-day month work pattern.

Where an employee is entitled to a Rostered Day Off, the Employer may determine if the day off is to be taken on a Monday or Friday. Rostered Days Off taken on a Tuesday, Wednesday or Thursday will be by mutual agreement or where the employee works in a team on a day agreeable to the majority of employees in that team and the Employer. Personal family circumstances and responsibilities will be taken into account when managing any transition.

If an employee is required to work on a scheduled RDO, the employee will be granted another day off work in lieu at a mutually agreed time. If an alternative day in lieu cannot be arranged within two weeks, the employee will be paid time and a half for the day worked.

An employee will be paid accrued RDO days on termination of employment.

Rostered Days Off will be arranged so as not to coincide with public holidays. In the event that a public holiday is prescribed after employees have been given notice of their Rostered Day Off and the public holiday falls on that day, the Employer must allow employees to take a different day off at a mutually convenient time.

### RDOs and Peak Service Periods

Where peak service periods are identified, management may identify periods of up to three months where Rostered Days Off will be accrued with the agreement of the majority of affected employees. Six weeks notice will be provided by the relevant manager to affected employees. The maximum number of RDOs that can accrue may be increased when RDOs have been deferred because of peak service arrangements.

## **4.6 Starting and finishing points**

For the purposes of this Agreement, the point of starting and finishing work must be one of the following locations:

- Aurora Stadium
- Carr Villa Memorial Park
- Cataract Gorge Reserve Pool
- Project sites nominated by the Employer
- Elizabeth Street Car Park
- Killafaddy Stock Market
- Lamont Street Depot
- Launceston Aquatic
- Launceston Travel and Information Centre
- Launceston Waste Centre
- Parks and Recreation permanent stations
- Paterson Street East and West Car Parks
- Princess Theatre
- Queen Victoria Museum and Art Gallery – Inveresk
- Queen Victoria Museum and Art Gallery – Royal Park
- Remount Road Depot
- Town Hall

Other places may be agreed to from time to time as starting and finishing points in writing by the Employer and the majority of affected employees.

## **4.7 Work patterns**

An employee may be engaged by the Employer as a:

- (a) Full-time employee;
- (b) Part-time employee; or
- (c) Casual employee

A full-time employee or part-time employee may be engaged as a:

- (a) Ongoing employee; or
- (b) Temporary employee.

### **4.7.1 Full-time employees**

A full-time employee is a person engaged to work regularly for 38 hours per week.

An employee will be deemed to continue in employment during any unpaid absence from work on leave granted in consequence of personal injury or illness in conformity with the provisions of this Agreement and during any period of absence on other unpaid leave granted by the Employer but otherwise these periods will not count as continuous service for the accrual of paid leave entitlements.

#### **4.7.2 Part-time employees**

A part-time employee means an employee engaged to regularly work a fixed number of hours per week less than a full-time employee and will be paid at an hourly rate equal to the rate prescribed for a full-time employee performing the same work.

A part-time employee will be engaged for a minimum of three hours in any one day.

A part-time employee receives, on a pro-rata basis, equivalent pay and leave entitlements to those of full-time employees who do the same kind of work..

#### **4.7.3 Casual employees**

- (a) A casual employee is engaged by the hour on an irregular basis for relieving work, or work of a casual nature, but does not include an employee who could properly be classified as a full-time or part-time employee.
- (b) A casual employee, except where they are covered by *Casual Employees* (clause 4.7.3(c)), must be paid at the rate provided in this Agreement appropriate for their duties plus a loading of 25%. Except where otherwise identified the provisions of this Agreement relating to Annual Leave, Personal Leave, public holidays and overtime, except as provided in *QVMAG fieldwork* (clause 3.9.7), do not apply to casual employees.
- (c) Casual and flexible part-time employees engaged as Museum Attendants will be classified as Grade 1 of *Wages and salary rates* (clause 3.14.1). Casual Attendants will be paid a loading of 25%. The provisions of *Wage and salary rates of casual employees* (clause 4.7.3(a)) apply to casual employees employed as Museum Attendants.
- (d) An employee may decline an offer for permanent part-time or permanent full-time work and, with the agreement of the Employer, continue employment as a casual employee.

#### **4.7.4 Temporary employees**

A temporary employee is a full-time or part-time employee engaged for a specified period of time or specific task or project.

#### **4.7.5 Multiple employment arrangements**

Employees may apply for and be offered a position, outside their current department, in addition to their current position with the Employer. The payment for this additional work will be at the appropriate rate for the work being performed. An offer letter will be prepared by the Human Resources Department detailing the employment arrangements and acceptance must be in writing before work commences. The employee's director must confirm that they approve of the additional role prior to any offer being made.

### **4.8 Individual flexibility**

The Employer and an employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of any of the terms of this agreement contained in Sections 3 (Remuneration), 4 (Hours and flexible working arrangements), and 5 (Leave provisions) if:

- The arrangement meets the genuine needs of the Employer and employee; and
- The arrangement is genuinely agreed to by the Employer and employee.

Genuine needs include, but are not limited to, family responsibilities, education pursuits, or lifestyle preferences of the employee.

Applications for Individual Flexibility Agreements will be made to the General Manager.

The Employer will ensure that the terms of the Individual Flexibility Arrangement:

- Are about permitted matters under section 172 of the *Fair Work Act 2009*;
- Are not unlawful terms under section 194 of the *Fair Work Act 2009*;
- Result in the employee being better off overall than the employee would be if no arrangement was made; and
- Are considered on merit and approved or not approved by the General Manager.

If an application by an employee for an Individual Flexibility Agreement is not approved, the employee will be provided with a written response outlining the business grounds on which the application was declined.

In the event of a disagreement, the employee will have access to the *Grievance and dispute settlement/resolution* (clause 1.9) of this Agreement.

The Employer will ensure that the Individual Flexibility Arrangement:

- Is in writing;
- Includes the name of the Employer and employee;
- Is signed by the General Manager and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- Includes details of:
  - the terms of the Enterprise 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.

The Employer will give the employee a copy of the Individual Flexibility Arrangement within 14 days of it being agreed.

The Employer or employee may terminate the Individual Flexibility Arrangement:

- By giving no less than 28 days written notice to the other party to the Arrangement; or
- If the Employer and employee agree in writing — at any time.

## **4.9 Flexible part-time work arrangements**

This clause only applies to Museum Attendants who are employed under flexible part-time work arrangements. This clause does not restrict the Employer to employ Museum Attendants under different work patterns and arrangements including casual and part-time as provided elsewhere in the Agreement.

Flexible part-time Museum Attendant employees will receive an hourly rate within Grade 1 of this Agreement.

The ordinary hours of duty will be between 6.00am and 6.00pm Monday to Sunday inclusive.

Double time will be paid for all time worked on Saturdays and Sundays.

Where work is performed outside the hours of 6.00am and 6.00pm Monday to Friday inclusive, overtime will be paid at time and a half for the first two hours worked and double time thereafter.

Where work is performed outside the hours of 6.00am and 6.00pm on Saturdays and Sundays, overtime will be paid at the rate of double time. Double time and a half will be paid for all work performed on public holidays.

Museum Attendants under this arrangement will be paid overtime when they work in excess of 76 ordinary hours in a fortnight or greater than eight hours on any individual working day.

Annual Leave and Personal/Carer's Leave will be accrued based on the total number of ordinary hours worked between 6.00am and 6.00pm Monday to Sunday inclusive. For leave accrual purposes the maximum number of ordinary hours in any one day is eight hours.

Hours worked between 6.00pm and 6.00am or hours which are paid as overtime will not be recognised when calculating Annual, Personal/Carer's or Long Service Leave entitlements.

Museum Attendants under the flexible part time arrangement agree to work a minimum of 40 hours per fortnight. They also agree to:

- Work every second weekend on both Saturday and Sunday; and
- Be available for work on three clearly identified normal working days each week (Monday, Tuesday, Wednesday, Thursday or Friday). Following commencement, the three days nominated for the purpose of this clause may only be varied by mutual agreement.

The Employer will provide work on the three days nominated by employee.

The Employer will provide a minimum of 40 hours work per fortnight including work provided on weekdays and weekends.

The minimum length of any one shift that makes up the 40 hours of scheduled work will be three hours.

The Employer will maintain a roster that provides certainty of employment hours.

A Museum Attendant may be invited to work additional hours in excess of the scheduled 40 hours. These additional hours may be for shifts less than three hours when mutually agreed.

A Museum Attendant in-charge working a flexible part-time work arrangement will be paid the In-charge Allowance consistent with the rate described in *In-charge Allowance* (clause 3.11.8) in this Agreement.

Casual employees who cannot commit to working a minimum of 40 hours per fortnight including every second weekend and meet the other requirements detailed in this clause will not be offered a flexible part-time work arrangement.

## **4.10 Regular part-time work**

The Employer recognises that regular part-time work can be an effective means of reconciling the sometimes conflicting demands of an employee's work and personal commitments.

Applications for part-time work will be received in writing from the employee to their director, and be in accordance with the National Employment Standards. The director will make a determination in line with the National Employment Standards, by balancing the personal needs of the employee and the operational needs of the Employer and respond to the employee to advise of the outcome of the request. Final approval for part-time work arrangements rests with the relevant director in consideration of the above.

## **4.11 Working from home**

There may be occasions where it is possible for an employee to work from home on an ad-hoc basis. In these circumstances, arrangements to work from home may to be negotiated on a case by case basis between the employee and the employee's department manager and director.

Where approval is considered and before it is granted, the Senior Work Health and Safety Officer will be advised in writing so appropriate advice can be given regarding documentation and work health and safety requirements

Approval for a working at home arrangement is solely at the discretion of the director.

## **4.12 Job sharing**

Job sharing may be introduced in work areas on a voluntary basis at the Employer's prerogative. This may occur if two employees request the opportunity to share all duties and responsibilities of a permanent full-time position or when there is a full-time vacancy. Job sharing will be available providing there is a benefit to all parties.

Employees working in a job share arrangement will share one personal computer and workstation if required by the Employer.

Hours of work are negotiable between employees working in a job share arrangement and their manager. This arrangement will be based on a 38-hour week. No Rostered Days Off apply. The employees will be entitled to all other Agreement benefits on a pro-rata basis. Part-time positions will be clearly described as such so they can be differentiated from job sharing positions.

When one of the sharers is absent, the other will be given first option to undertake the additional hours. If additional hours are worked, they will be paid at the Base Rate of Pay for time worked up to 38 hours per week. Hours over 38 in a week will be paid as overtime. Employees working in job share arrangements are accountable to ensure effective hand over takes place. Where necessary, hours of work will be arranged so there is paid time to discuss work issues.

Where an employee working in a job share arrangement resigns or transfers to another role, the job share arrangement may be reviewed. Starting and finishing times and days worked may need to be renegotiated when a change in employees occurs. Changes to starting and finishing times and days worked will take into account arrangements (such as childcare) already in place for employees with external responsibilities.

## **4.13 Job rotation and transfers**

The Employer will seek opportunities to multi-skill employees and provide experiences of different working environments. By adopting a job rotation or transfer system employees can learn new skills and assist management in covering absences. Employees can be asked to work in other areas for short or long-term temporary periods.

Job rotation or transfer may occur where the classification of the work being performed is higher than the employee's classification at which time higher duties will be paid in accordance with this Agreement.

Employees will be consulted and job rotation will occur by agreement.

Employees will be consulted as part of a job transfer process.

Job transfers will not replace the current practice of calling for expressions of interest to work in an area when an employee is going to take Maternity Leave or have at least six months off on approved leave.

Employees will not unreasonably reject a reasonable request by the Employer to participate in job rotation or transfer to a different role or part of the Employer.

A reasonable rejection includes a change to working hours or location that significantly increases the employees cost of getting to work or causes disruption in their personal life.

## **4.14 Launceston Waste Centre (LWC) operators**

### **4.14.1 LWC operators (other than relief LWC operators)**

LWC operators will work a roster that:

- Is either a traditional Monday to Friday (landfill) or Monday to Sunday rotation (transfer station and toll booth);
- Recognises the start and finishing time for ordinary hours of duty between 6.00am and 6.00pm. By mutual

consent between the Employer and the affected employee, start and finishing times can be outside the 6.00am to 6.00pm spread.

- Recognises their entitlement to a 9-day fortnight; and
- Is based on 76 hours of rostered ordinary hours within 14 days.

LWC operators (Monday to Sunday) will be paid at the Base Rate of Pay with a 10% loading for all rostered ordinary hours worked including weekends; except for public holidays where the payment will be time and a half plus a day in lieu. The 10% loading:

- Does apply during periods of Annual Leave, Personal Leave and when the employee is receiving a penalty rate (including a public holiday penalty rate); and
- Is not payable if the employee is receiving any overtime rate.

LWC operators (Monday to Friday) will be paid at the Base Rate of Pay with a 10% loading for all rostered ordinary hours. Work on a weekend will be paid at overtime rates. Work on a public holiday will be paid at time and a half plus a day in lieu. The 10% loading:

- Does apply during periods of Annual Leave, personal leave and when the employee is receiving a penalty rate (including a public holiday penalty rate); and
- Is not payable if the employee is receiving any overtime rate.

If an operator is rostered off during a public holiday, then the operator will be entitled to a day in lieu.

Overtime will apply for all hours in excess of 76 rostered hours in a 14 day period or 8.5 hours on a single day at the appropriate overtime rate (exclusive of the 10% loading).

LWC operators permanently engaged in the Monday to Sunday roster rotation will be provided with an additional 76 hours compensatory leave per annum in recognition of the unusual hours that LWC operators work.

Compensatory leave will be paid at the Base Rate of Pay with the 10% loading.

Transfer station operators are required to use two days of their compensatory leave or accrued Time In Lieu in the fourth fortnight of the roster to enable a seven day break period.

LWC operators must alternate their work periods as directed.

#### **4.14.2 Relief LWC operators**

Relief LWC operators (Monday to Friday) will be paid the Base Rate of Pay with a 10% loading for all rostered ordinary hours worked. Work on a weekend will be paid at double time. Work on a public holiday will be paid at time and a half plus a day in lieu. The 10% loading:

- Does apply during periods of personal leave and when the employee is receiving a penalty rate (including a public holiday penalty rate); and
- Is not payable if the employee is receiving any overtime rate.

A 22.5% loading will apply to relief LWC operators where they are required to work across a Monday to Sunday roster rotation. Work on a weekend will be paid at double time; Work on a public holiday will be paid at time and a half plus a day in lieu. The 22.5% loading:

- Does apply during periods when the employee is receiving a penalty rate (including a public holiday penalty rate); and
- Is not payable if the employee is receiving any overtime rate.

## **4.15 Transition to retirement**

The Employer commits to maintaining an Employee Transition to Retirement Policy (22-PI-017) that provides for appropriate transition to retirement arrangements.

Any changes to the existing policy will only be made with the agreement of the JCC.

## **4.16 Victims of family violence**

The Employer recognises the difficulties faced by victims of family violence and commits to supporting employees that are affected by such circumstances.

Where appropriate and reasonable having regard to the needs of the workplace, the Employer will provide individual support to employees at work. Examples of such support include:

- Temporary changes to span of hours or pattern or hours and/or shift patterns;
- Access to *Annual Leave* (clause 5.1) or *Personal Leave* (clause 5.5.2) subject to the conditions of those clauses;
- A change to their telephone number or email address to avoid harassing contact; and
- Access to human resources and reminded of the support available through accessing the Employee Assistance Program.

Any information provided by the employee in relation to their circumstances as a victim of family violence will be considered private and treated with appropriate confidentiality.

Proof 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 family violence support service or lawyer.

# **5 Leave provisions**

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## **5.1 Annual Leave**

Full-time employees accrue the equivalent of four weeks (152 hours) of paid Annual Leave each year. Annual Leave accrues progressively.

Annual Leave must be exclusive of public/bank holidays.

An employee is entitled to accrue leave based on their ordinary hours worked.

Annual Leave accrual for employees will be credited to the employee's leave balance on a monthly basis.

Employees who are engaged to work an irregular number of ordinary hours per week may accrue a variable amount of Annual Leave from month to month but the total amount accrued cannot exceed four weeks per year.

When an employee takes a period of Annual Leave, the employee is entitled to be paid for each hour (or part hour) of leave at the employee's base rate of pay (BRP) (expressed as an hourly rate) immediately before the period of leave begins.

An employee can take any amount of Annual Leave credited to them provided the Employer authorises the proposed period of leave.

The Employer can refuse to authorise a period of Annual Leave because of the operational requirements of the workplace. However, the Employer will not unreasonably refuse to approve any period of Annual Leave or deny an employee Annual Leave that has already been authorised. Where Annual Leave is refused, an alternative date will be agreed as soon as practicable.

An employee must take at least two weeks of Annual Leave (pro-rata for part-time) per year unless the director is satisfied that exceptional circumstances exist to justify the employee not taking two weeks leave.

### **5.1.1 Direction to take Annual Leave**

The Employer may direct an employee to take paid Annual Leave for a particular period when the Employer shuts down the business, or any part of the business, in which an employee works. The Employer can only direct an employee to take Annual Leave if the employee has accrued and been credited with at least enough Annual Leave for the proposed shut down period.

The Employer may direct an employee to take a period or periods of Annual Leave where the employee has accumulated Annual Leave in excess of six weeks (228 hours for full-time employees, pro-rata for part-time employees) and provided that the employee retains a balance of no less than four weeks (152 hours for full-time employees, pro-rata for part-time employees).

The objective of this direction is to reduce ongoing leave accrual to no more than 228 hours (six weeks) and support employee wellbeing.

Six weeks notice will be given to the employee prior to the commencement of the stipulated period and/or periods of leave unless such direction is due to work or health concerns.

A timeframe during which the stipulated period and/or periods of leave is to be taken may be provided to the employee at the director's discretion.

### **5.1.2 Additional leave for specific employees**

Ten additional working days (76 hours) of leave will apply to full-time employees working as early morning cleansing employees.

This extra leave recognises the unusual hours these employees work and applies if these duties are done continuously for 12 months. Pro-rata entitlement will apply to relief operators.

### **5.1.3 Payment of Annual Leave on termination**

An employee is entitled to receive payment for the balance of their accrued Annual Leave when they cease employment. The rate of payment must be at least equal to the employee's Base Rate of Pay at the time that the employment ceased. Employees terminating must be paid pro-rata Annual Leave in respect of each completed day of service.

### **5.1.4 Annual Leave Loading**

Subject to *Annual Leave* (clause 5.1) all employees must be paid an Annual Leave loading allowance equal to 17.5% of the normal rate, provided such allowance:

- Must not exceed \$955 per annum, provided that such amount must be varied on the first day of October each year in accordance with the Consumer Price Index (Tasmanian) figure (All Groups, Percentage Change, Hobart) for the year ending in the preceding June;
- Must apply to proportionate Annual Leave on termination of employment; and
- Must be calculated at the Base Rate of Pay applicable to the employee concerned as at the date on which the Annual Leave is taken.

### **5.1.5 Cashing out Annual Leave**

Employees may apply in writing to the relevant director to cash out up to two weeks of their credited Annual Leave entitlement every 12 months (or the pro-rata equivalent for part-time employees).

Annual Leave may only be cashed out where the employee will be left with a minimum leave balance of four weeks.

Employees with accumulated Annual Leave in excess of 304 hours (eight weeks) will be required to take a minimum of two weeks leave at the time or within three months of the leave being cashed out.

Employees will be encouraged to seek financial advice before applying to cash out Annual Leave.

Payment of Annual Leave must be at the Annual Leave rate of pay the employee would have received had leave been taken.

### **5.1.6 Other leave while on Annual Leave**

Where an employee takes a period of Personal Leave, or Community Service Leave while the employee is on Annual Leave, the appropriate amount of Annual Leave will be re-credited and Personal leave debited.

Refer to *Personal Leave* (clause 5.6.5) for entitlements.

## **5.2 Work Arrangements 50/52**

Employees may apply to participate in a 50/52 Annual Leave scheme where an additional two weeks Annual Leave can be available on the basis of paying an employee an adjusted annualised salary.

The primary purpose of this leave is to assist employees with:

- Family support needs;
- School holiday care;
- Other carer responsibilities; and
- Health issues.

This leave must be scheduled and utilised in such a manner that all Annual Leave, long service leave in excess of ten years accrual and accrued Rostered Days Off have been exhausted by a date within each 12 month period agreed by both the employee and their director. It is the responsibility of the employee to communicate and gain agreement with their department manager for a leave plan that will ensure that all leave is utilised by the pre-agreed date.

Employees may apply for leave and it is at the sole discretion of the Employer to approve leave, based on the needs of the Employer, equity of access to high demand periods and the employee's personal/family circumstances.

The Employer, by giving three months' notice, may terminate this 50/52 work agreement.

The employee, by giving one month's notice, may terminate this 50/52 work agreement.

If an employee who has entered into a 50/52 Work Arrangement experiences hardship as a result of unforeseen consequences of the Arrangement, they can request that the Arrangement be terminated immediately.

### **5.3 Long Service Leave (LSL)**

Any period of Long Service Leave (LSL) granted under this Agreement must be in addition to any statutory or gazetted public holidays or any other days which are proclaimed public holidays or normally observed by the Employer as holidays.

An employee who has served the Employer continuously as an employee shall be entitled to leave of absence on full salary as follows:

After ten years' continuous service – 65 working days.

6.5 working days for each completed year of service in excess of ten years. If the leave due under the clause below has not been taken, an employee, upon completing a total of 20 years' service, will be entitled to 130 working days leave on full salary.

A calculation of the number of hours of Long Service Leave entitlement will be made based on actual ordinary hours worked. This will ensure that employees who have worked continuously as a casual and/or part-time and/or full-time employee for ten years receive an appropriate pro-rata entitlement. An employee who has worked continuously, full-time without a break in service for ten years, will be entitled to 65 working days of Long Service Leave.

When an employee takes a period of Long Service Leave, the employee is entitled to be paid for each hour (or part hour) of leave at the employee's Base Rate of Pay (expressed as an hourly rate) immediately before the period of leave begins.

In the event that a casual employee has an entitlement to Long Service Leave, they will be paid the same hourly rate (including casual loading) as if they were at work.

#### **5.3.1 Scheduling and direction to take Long Service Leave**

LSL will be scheduled in consultation with an employee's department manager/director. When applied for, it will not be unreasonably withheld. Employees are expected to provide reasonable notice for periods of extended leave.

Employees are encouraged to have a balance of LSL of no greater than 65 working days (three months) and will not accrue greater than 130 working days (six months) unless approved in writing by the relevant director. LSL will not, without the approval of a director, be taken in periods of less than nine days.

The Employer may direct an employee to take a period or periods of LSL where the employee has accumulated LSL in excess of 65 working days (three months).

Where the period or periods of LSL being directed to be taken is in excess of 65 working days (three months), a leave plan will be prepared to manage the taking of leave and signed in agreement between the employee and their manager.

The objective of this direction is to reduce ongoing LSL accrual to no more than three months and support employee wellbeing.

Four weeks notice will be given to the employee prior to the commencement of the stipulated period and/or periods of leave.

### **5.3.2 Cashing out Long Service Leave**

Employees may apply in writing to the relevant director to cash out part of their credited LSL entitlement. The maximum period for requesting payment in lieu of LSL is four weeks.

LSL may only be cashed out where the employee will be left with a minimum total annual and LSL balance of four weeks.

Employees with accumulated LSL in excess of 65 working days (three months) will be required to take a minimum two weeks' leave at the time leave is cashed out.

Employees will be encouraged to seek financial advice before applying to cash out LSL.

Payment of LSL must be at the LSL rate of pay the employee would have received had leave been taken.

### **5.3.3 Pro-rata Long Service Leave**

Pro-rata Long Service Leave will be paid to employees who have completed seven years continuous service and who leave the Employer for one of the following reasons:

- Death – in this case the benefit will be paid to the employee's personal representative or dependant/s;
- Medical grounds, with the consent of the Employer;
- The employee's service is terminated because their position has been made redundant;
- The term of appointment has expired; or
- The employee's service is no longer needed.

### **5.3.4 Long Service Leave paid on termination**

If an employee with ten years service or more is terminated for any reason or in the event of death, then payment according to *Long Service Leave portability* (clause 5.4) must be paid to the employee or legal representative (in case of death).

In determining length of service for Long Service Leave purposes, service in a council or other body taken over by the Launceston City Council must count as service with the Employer.

Where an employee is granted leave of absence (other than for the purpose of service as a member of any Australian Defence Forces) whether with or without pay for any period of or exceeding 65 working days, the period during which that employee is absent from duty on the leave so granted must not be included as part of the period of service as an employee for the purpose of calculating Long Service Leave, but the absence must not be considered to break the continuity of service.

### **5.3.5 Sickness while on Long Service Leave**

Where an employee suffers sickness while on LSL, or is required to care for an immediate family member who suffers sickness whilst the employee is on LSL, the appropriate amount of LSL may be re-credited and personal leave debited.

Refer to *Personal Leave* (clause 5.6.5) for entitlements.

## **5.4 Long Service Leave - portability**

- (a) Subject to (b) below, the Employer will recognise service with other Tasmanian councils as service for Long Service Leave purposes and to portability of Long Service Leave entitlements in respect of such service.
- (b) This recognition will occur only with Tasmanian councils who are signatories to the Portability of Long Service Leave within Local Government in Tasmania Agreement between the Hobart City Council and the Launceston City Council, other nominated councils and Tas Water. Portability is determined, calculated and paid as detailed in this Long Service Leave agreement.

## **5.5 Personal/Carer's Leave**

Full-time and regular part-time employees (on a pro-rata basis) are entitled to Personal Leave of ten days (76 hours) per year based on their anniversary date. This does not apply to casual employees. The entitlements for casual employees are set out elsewhere in this clause. Personal Leave does not accrue whilst on leave without pay.

Personal Leave will accrue monthly in the first year of employment based on the actual ordinary hours worked by the employee up to a maximum accrual of 76 hours.

An employee who takes a period of Personal Leave is entitled to be paid for each hour (or part hour) at the employee's Base Rate of Pay.

An employee performing higher duties who takes a period of Personal Leave will be paid at the normal rate of pay plus the higher duties component.

### **Notice**

To be entitled to Personal Leave an employee who is unable to attend work due to temporary incapacity must notify their immediate manager, supervisor or nominee:

- (a) No later than 30 minutes prior to scheduled commencement of work or as soon as reasonably practicable after the employee becomes aware that they will be absent from work; and
- (b) Of the nature of their need for Personal Leave (e.g. injury, illness or emergency) and the estimated duration of their absence.

Personal information provided by an employee relating to their absence from work will be treated with respect and appropriate confidentiality.

Where an employee has not notified their manager, supervisor or nominee and concerns for that employee's welfare are raised, a manager, supervisor or nominee may attempt to contact that employee.

Personal Leave will not break continuity of service.

Personal Leave will not be cashed out under any circumstances.

Employees are not entitled to Personal Leave if they are absent from work and receiving workers compensation payments.

### **Evidence**

Requests for Personal Leave in the following circumstances will require a medical certificate from a medical practitioner or a statutory declaration:

- (a) For any period of Personal Leave which exceeds two consecutive working days; and
- (b) After five Personal Leave days have been taken without a medical certificate over the preceding 12 month period.

Disciplinary procedures may be followed to manage any abuse of Personal Leave or failure to provide a medical certificate or statutory declaration.

The General Manager may require employees claiming Personal Leave to submit to an examination by an appropriately qualified medical practitioner at no cost to the employee.

#### **5.5.1 Make-up time**

An employee may elect, with the consent of their supervisor, to work make-up time, where the employee takes unpaid Personal Leave during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the employee's normal rate of ordinary hours pay.

#### **5.5.2 Personal Leave**

Personal Leave may be utilised when an employee is absent from duty due to a personal illness or non-work related injury. Personal Leave is only to be taken when an employee is genuinely ill and suffering from an illness or incapacity which prevents attendance at work.

Employees should make every endeavour to schedule medical, dental or other appointments outside of working hours.

An employee who is sick or injured on a Rostered Day Off is not entitled to Personal Leave for that day.

#### **5.5.3 Carer's Leave**

An employee is entitled to take Carer's Leave for the purpose of caring for a member of their immediate family or household, refer to *Definitions and Abbreviations* (clause 1.12), who is ill and requires the employee's care and support.

When taking Carer's Leave, notice must include:

- The name of the person requiring care and support and their relationship to the employee;
- The reasons for taking such leave; and
- The estimated length of absence.

#### **5.5.4 Unpaid Carer's Leave**

Where an employee has exhausted all paid Personal Leave entitlements, they are entitled to take unpaid Carer's Leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the employee must agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of 'Notice' and 'Evidence' in *Compassionate Leave* (clause 5.6) are met.

#### **5.5.5 Sickness while on Annual or Long Service Leave**

An employee may make application for Personal Leave when on approved Annual or Long Service Leave as follows:

- The employee must provide a medical certificate from a qualified medical practitioner or a statutory declaration certifying that they are incapacitated by such illness to the extent that they would be unfit to perform normal duties; and
- The employee must have sufficient Personal Leave entitlement to cover the time applied for.

Subject to approval, the period of illness which occurred during the employee's Annual or Long Service Leave will be debited from the employee's Personal Leave entitlements and their Annual or Long Service Leave entitlement must be adjusted accordingly

### **5.5.6 Casual employees**

Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as follows:

- Subject to the 'Notice' and 'Evidence' requirements in *Compassionate Leave* (clause 5.6), casual employees are entitled to not be available to attend work, or to leave work:
  - If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - Upon the death of an immediate family or household member.

The Employer and the employee must agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two calendar days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

## **5.6 Compassionate Leave (includes Bereavement Leave)**

The provisions of this clause apply to full-time and part-time employees (on a pro-rata basis) but do not apply to casual employees.

The entitlements of casual employees are set out in *Casual employees* (clause 4.7.3).

### **5.6.1 Paid Compassionate Leave**

Compassionate Leave is taken for the purposes of spending time with an immediate family member or member of the employee's household in the following circumstances:

- (a) The occurrence of a serious personal injury that poses a serious threat to his or her life;
- (b) Serious illness that poses a serious threat to his or her life; or
- (c) After the death of a member of an employee's immediate family or household, refer to *Definitions and abbreviations* (clause 1.12).

Satisfactory evidence of the personal injury or serious illness or death may be required.

A full-time employee is entitled to:

- Up to three days Compassionate Leave on each occasion where (a), (b) or (c) occurs in Tasmania; and
- Up to five days Compassionate Leave on each occasion where (a), (b) or (c) occurs outside Tasmania.

A part-time employee is entitled to:

- Up to three days (pro-rata) Compassionate Leave without loss of pay on each occasion where a), b) or c) occurs in Tasmania; and
- Up to five days (pro-rata) Compassionate Leave on each occasion where a), b) or c) occurs outside Tasmania.

Provided that this entitlement is only available where a part-time employee would normally work on one, two or all of the three or five working days following (a), (b) or (c).

These entitlements may be taken in a single unbroken period of three or five days or two separate periods.

### **5.6.2 Unpaid Compassionate Leave**

Where an employee has exhausted their entitlement to *Paid Compassionate Leave* (clause 5.6.1) and have exhausted all other leave entitlements, they may apply for *Leave Without Pay* (clause 5.9).

### **5.6.3 Make-up time**

An employee may elect, with the consent of their manager, to work make-up time, under which the employee takes time off during ordinary hours for Unpaid Compassionate Leave, and works those hours as time owed at a later time.

If the employee leaves employment with the Employer before working such make-up time, the Employer may withhold from the employee's resignation entitlements an amount equal to the time owed.

## **5.7 Special Leave**

### **5.7.1 Examination/Conference Leave**

Time-off without loss of pay or Annual Leave may be granted at the discretion of the director to employees for the purposes of attending a formal examination or annual conference of any recognised institute or other body concerned with Local Government.

### **5.7.2 Jury Service and Court Witness Leave**

An employee (other than a casual employee) called upon for Jury Service must be granted leave on full rate of pay without deduction from Annual Leave, provided that Jury Service payments received by the employee are paid to the Employer.

An employee subpoenaed to attend a court as a witness will be granted leave on full rate of pay without deduction from Annual Leave, provided that witness expenses must be claimed and paid to the Employer.

### **5.7.3 Paid Special Leave**

The Employer may grant an employee up to five days Special Leave in any one year at each occurrence, up to a maximum of ten days over four years for:

- Attendance to emergency repairs at home to protect property as a result of storm, fire or flood;
- Participation as an amateur in national or international sporting or cultural events as a competitor, formal participant or official; and
- Any other reason considered significant by the General Manager to warrant such leave.

### **5.7.4 Defence Leave**

The Employer recognises that it is unlawful to hinder or prevent an employee from undertaking Defence Reserve Service although it understands that the relevant director may contact the Australian Defence Force and seek to identify alternative dates for defence service if an employee's absence would cause serious difficulties to the Employer.

A full-time or part-time employee who is a member of the Australian Army, Navy or Air Force Defence Reserves may apply for Defence Reserves Training Leave to undertake training or be involved in exercises, camps and courses coordinated by the Australian Defence Reserves.

The employee will ensure that the Employer is provided the maximum amount of prior notice to ensure the impact on the Employer of their absence on Defence Reserves Training leave or Defence Reserves Deployment Leave is minimised

Up to two weeks Defence Reserves Training Leave may be approved by the employee's manager. Additional leave for training may be approved by the department's director if additional training is required.

If necessary, the Employer will pay to the employee the difference between the total of wages and allowances paid by the Defence Force Reserves and that normally paid by the Employer to assist the employee to maintain their normal income from Launceston City Council while on approved Defence Reserves Training Leave. Arrangements will be made with the Employer's paymaster prior to the employee commencing Defence Reserves Training Leave.

A full-time or part-time employee who is a member of the Australian Army, Navy or Air Force Reserves may apply for Defence Reserves Deployment Leave as part of a deployment or to replace a deployed serviceman.

An employee will discuss their intention to apply for deployment with the Defence Reserves or Australian Defence Forces with their director prior to submitting an application for deployment.

Subject to (Employer to contact defence), an employee on deployment with the Defence Reserves or the Australian Defence Forces will be provided Leave Without Pay for the period of deployment.

Subject to the Employer being entitled to an Employer Support Payment, the Employer will pay to the employee, if necessary, the difference between the total of wages and allowances paid by the Defence Force Reserves and that normally paid by the Employer to assist the employee to maintain their normal income from the Employer. Arrangements will be made with the Employer's Paymaster prior to the employee commencing Defence Reserves Training Leave and/or Defence Reserves Deployment Leave.

When an employee is required to be absent from work on approved leave for defence service, they will return to the same position and seniority with the Employer at the end of the redeployment.

## 5.8 Parental Leave

### 5.8.1 Summary

The following table is a summary of the Parental Leave entitlements and notice periods and is to be read in conjunction with entire clause.

| Parental Leave arrangements (weeks)      | Birth                        |                                 | Adoption                        |                                 |
|--|------------------------------|---------------------------------|---------------------------------|---------------------------------|
|  | Primary carer                | Secondary carer                 | Primary carer                   | Secondary carer                 |
| <b>Entitlement</b>                       |                              |                                 |                                 |                                 |
| Paid leave                               | 14                           | 2*                              | 14                              | 2*                              |
| Unpaid leave                             | 38                           | 50                              | 38                              | 50                              |
| <b>Total</b>                             | <b>52</b>                    | <b>52</b>                       | <b>52</b>                       | <b>52</b>                       |
| <b>Notice</b>                            |                              |                                 |                                 |                                 |
| Initial<br>(Number of weeks before)      | 10<br>(expected confinement) | 10<br>(expected leave date)     | 10<br>(expected adoption)       | 10<br>(expected adoption)       |
| Confirmation<br>(Number of weeks before) | 4                            | 4                               | 4                               | 4                               |
| <b>Commencement</b>                      |                              |                                 |                                 |                                 |
| Leave commences                          | Up to 6 weeks before birth   | on date advised to the Employer | on date advised to the Employer | on date advised to the Employer |

\* under the National Employment Standards an employee couple is entitled to eight weeks concurrent unpaid leave

The entitlement to Paid Maternity Leave as outlined above is in addition to the Australian Government Paid Parental Leave Scheme.

### 5.8.2 Definitions

A person is the *primary carer* of a child if:

- (a) The child is in the person's care in that period of Parental Leave; and
- (b) The person meets the child's physical needs more than anyone else in that period of Parental Leave.

A *secondary carer* is the partner or spouse of a primary carer.

### 5.8.3 Unpaid Parental Leave

An employee is entitled to Unpaid Parental Leave in accordance with the National Employment Standards. In summary this entitlement includes:

- **Entitlement:** an employee is entitled to up to 12 months leave for the purposes of Parental Leave associated with the birth or placement of a child. This can be taken by the mother or father or adoptive parent of the child.

- **Commencement of leave:**
  - For birth-related leave for a female employee: leave can start at any time from six weeks prior to the date of birth or placement of the child. The period of leave must be planned to commence prior to the expected date of birth of the child.
  - For any other leave: from the date of birth or date of placement of the child.
- **Mothers intending to work in the six weeks prior to birth:** The Employer may require an employee to get a medical certificate regarding whether the employee is fit for work during that period.
- **Concurrent Leave:** Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - For an employee couple, an unbroken period of up to eight weeks unpaid leave at the time of the birth or placement of the child (which is taken concurrently with the two weeks paid leave outlined below); and
  - For a secondary carer an unbroken period of up to two weeks paid leave at the time of the birth or placement of the child.
- **Extending period of leave:** an employee may extend their period of leave to up to 12 months (if they have initially taken less than 12 months) and/or by a further 12 months (if they have taken 12 months leave).
- **Keeping in touch days:** an employee may perform work to 'keep in touch' with the workplace during the period of Parental Leave.
- **Special maternity leave:** if an employee is unfit for work due to a pregnancy-related illness or the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child, the employee may access Unpaid Leave or paid Personal/Carer's Leave.
- **Transfer to a safe job:** if it is inadvisable for a pregnant employee to continue in their present position, they must be transferred to a different job or receive paid leave.

#### **5.8.4 Paid Leave**

An employee who has an entitlement to leave without pay under *Unpaid Parental Leave* (clause 5.8.3) may be entitled to Paid Parental Leave in accordance with this sub-clause.

A primary carer is entitled to 14 weeks paid leave after the completion of 12 months continuous service.

- For birth-related leave for a female employee: leave can start at any time from six weeks prior to the date of birth or placement of the child. The period of leave must be planned to commence prior to the expected date of birth of the child.
- For any other leave: from the date of birth or date of placement of the child.

A secondary carer is entitled to two weeks paid leave after the completion of 12 months of continuous service. The paid leave must commence on the date of birth or placement of the child and be taken in a continuous period.

#### **5.8.5 Continuity of service**

Periods of paid leave during Parental Leave will count as service for all purposes. Periods of unpaid Parental Leave will be regarded as Leave Without Pay and will not count as service for any purpose but do not break an employee's continuity of service.

#### **5.8.6 Breast feeding and expressing facilities**

Acceptable and accessible breast feeding and expressing facilities or arrangements will be provided at their work area for mothers returning to work.

## **5.9 Leave Without Pay**

An employee may apply for short-term Leave Without Pay (LWP) subject to the following:

- The employee does not have sufficient leave entitlements to enable the employee to take paid leave over the period;
- The approval of LWP is at the sole discretion of the relevant director; and
- Once approved, LWP does not count as service for any purpose. The employee will not accrue Annual Leave, Personal/Carer's Leave and or Long Service Leave (except that long service will accrue if the period of LWP is less than 65 working days) over the period that LWP is granted.

## **5.10 Emergency Leave Without Pay**

An employee may apply for Emergency Leave Without Pay (ELWP) in extenuating or urgent circumstances subject to the following:

- The employee does not have sufficient leave entitlements to enable the employee to take "paid" leave over the period;
- The approval of ELWP is at the sole discretion of the relevant director;
- Once approved, ELWP counts as service for all purposes. The Employer will continue to accrue Annual Leave, Personal/Carer's Leave and Long Service Leave for the employee over the period that ELWP is granted; and
- A maximum of four weeks emergency leave may be granted for any one application.

## **5.11 Public holidays**

All employees must be entitled to the following holidays without deduction from their pay:

|   |
|---|
| Christmas Day                             |
| Boxing Day                                |
| New Year's Day                            |
| Australia Day                             |
| 8 Hours Day                               |
| Good Friday                               |
| Easter Monday                             |
| Easter Tuesday                            |
| ANZAC Day                                 |
| Queen's Birthday                          |
| Launceston Cup Day (from 11.00am)         |
| Launceston Show Day                       |
| Recreation Day (first Monday in November) |

or such other day as may be observed in the locality in lieu of any of the holidays listed above.

Provided that, where an additional public holiday or bank holiday is proclaimed or otherwise gazetted by authority of the Australian or the State Government under any Act throughout the State or part thereof, such day must, within the defined locality, be deemed to be a holiday for the purposes of this Agreement; provided further that an employee must not be entitled to the benefit of more than one public holiday upon such occasion.

When planning for the Launceston Cup Day, management will determine what services each department will provide on the day of the Launceston Cup. In the event that the Employer decides to shut down all or part of the

Organisation for the morning of Launceston Cup Day, the employee will take paid Annual Leave, time off in lieu of overtime previously worked or a portion of accrued Rostered Days Off consistent with the *Direction to take Annual Leave* (clause 5.1.1).

Any overtime worked specifically to accrue time off in lieu of time worked to cover Launceston Cup Day must be at a time that is mutually agreeable by the employee and their supervisor.

Employees who are *Performing higher and lower classified duties* (clause 3.4) must receive higher duties for the public holiday, only if the said public holiday falls within the period of higher duties.

## **5.12 Return To Work (RTW)**

It is agreed that management and employees will work together to ensure that employees are given the opportunity to return to work as soon as possible after injury or illness.

## **5.13 Emergency services volunteers**

This clause details leave and related arrangements applicable to an employee who is a volunteer with:

- Tasmania Fire Service;
- Tasmanian Ambulance Service; and/or
- State Emergency Service;
- Or any other allied Emergency Response Organisation and attends an emergency response situation during normal working hours.

Regular rostered activities, events or training are not included.

If an employee's services are specifically requested by the emergency services organisation or required for an extended period of time, it is expected the employee will notify their manager as soon as practicable of their absence and its likely length.

If an employee's services are not specifically requested by the emergency services organisation, it is expected the employee will, in consultation with their manager, take into account the operational needs of the Employer prior to volunteering for service.

### **Leave arrangements**

Employees who are absent from their usual employment for the purposes of participating in emergency management, or participating in a rescue and retrieval operation during or after the incident or other event that is the reason for the operation, will be paid as normal by the Employer. There will be no affect on their entitlements for leave accruals and related benefits by reason only of that absence (whether or not their absence has been consented to by the Employer) if:

- The employee is a member of, or has a member-like association with, the State Emergency Service, another statutory service, a municipal volunteer SES unit or an affiliated organisation and either:
  - Was requested by or on behalf of the State Emergency Service, statutory service, municipal volunteer SES unit or affiliated organisation to participate in the emergency management or rescue and retrieval operation; or
  - No such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made; or
- The employee has been directed or required under the exercise of emergency powers or special emergency powers to so participate in the emergency management or rescue and retrieval operation.

# **6 Work practices and performance**

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## **6.1 Work Health and Safety - Safety is our Shared Priority**

The Employer will maintain policies and procedures and an Work Health and Safety Committee in accordance with *The Work Health and Safety Act (Tas) and Regulations 2012*.

Employees will be encouraged to take care of their personal health and increase fitness levels.

Employees will be educated on the *Work Health and Safety Act and Regulations 2012* to ensure compliance with this legislation.

A Management System exists which assists to make the workplace safer. Employees will follow the policies, procedures and guidelines of this system.

Employees who report for duty without appropriate safety equipment and/or protective clothing will not be permitted to commence work or remain at work, as the circumstances apply. The first time this occurs, the employee will be sent to collect the appropriate equipment/clothing. Subsequent occurrences may require the employee to make up for time lost. If employees continue to leave their equipment/clothing at home they will not be paid for the time they take to obtain the appropriate equipment/clothing and may be liable for disciplinary action.

If the employee has had the equipment and/or clothing stolen then a new supply will be issued.

Employees will work towards a safer work environment for all by:

- Supporting the development and implementation of safety improvement plans;
- Assisting in the development and delivery of safety inductions to employees working in their area;
- Undertaking training in hazard and risk identification;
- Assisting in the development of area relevant safety audits and helping to conduct audits;
- Notifying management, using the prescribed procedure, of hazards they identify;
- Assisting with risk assessments;
- Reviewing accident investigation reports for incidents that occur in their department and also incidents that occur elsewhere that are relevant to their department's operations;
- Assisting in the modification of procedures, inductions and training programs where required;
- Reporting, using the prescribed procedure, all incidents and accidents that occur.

Workplace Health and Safety Representatives and employees with management or supervisory responsibilities will receive formal training suitable to their role.

### **6.1.1 Health and Safety Representatives**

Management will provide a supportive environment to assist Workplace Health and Safety Representatives to perform their functions detailed in the *Work Health and Safety Act and Regulations 2012*.

### **6.1.2 Workplace stress**

The prevention and management of workplace stress helps secure a safer, healthier and more effective workplace.

The term workplace stress refers to those negative reactions people have to aspects of their environment due to pressures within the work environment.

The Employer recognises its legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.

It is also recognised that policies which benefit employee health can improve productivity. Low levels of negative stress response are associated with low levels of employee turnover, absenteeism and low rates of injury.

Workplaces that are perceived as healthy are characterised by clear policies and active methods of dealing with people which encourage:

- Respect for the dignity of each employee;
- Regular feedback and recognition of performance;
- Clear goals for employees in line with organisational goals;
- Employee input into decision-making and career progression; and
- Consistent and fair management actions.

Stress management interventions shall be based on prevention, management and minimisation strategies and are aimed at identifying and minimising causes of workplace stress.

## **6.2 Employee Assistance Program (EAP)**

The Employer will continue to provide employees with an Employee Assistance Program to enable employees and immediate dependant family members to seek confidential counselling or advice when they experience personal or work related problems.

## **6.3 Anti-discrimination and Equal Employment Opportunity (EEO)**

The Employer and employees recognise the need to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical and mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Employees recognise that anti-discrimination provisions are contained in a number of Federal Acts, including the:

- *Racial Discrimination Act 1975*
- *Sex Discrimination Act 1984*
- *Disability Discrimination Act 1992*
- *Human Rights and Equal Opportunity Commission Act 1986*
- *Fair Work Act 2009*

In accordance with any applicable legislation, the Employer and employees recognise that workplace bullying is unacceptable behaviour and commit to taking reasonable steps to prevent workplace bullying.

Employees commit to respecting the value and diversity of our workplace by helping to prevent and eliminate discrimination, harassment, bullying and victimisation. Employees, supervisors and managers may be held, individually or collectively, legally liable for their acts of discrimination, harassment, bullying or victimisation and/ or any failure to act accordingly in relation to acts of discrimination, harassment, bullying or victimisation.

## **6.4 Drug and alcohol education and management**

The Employer will, in consultation with the Joint Consultative Committee and the Health and Safety Committee, continue to provide a Workplace Drug and Alcohol Education and Management Procedure. This Procedure will provide the following elements:

- Education of employees and those in supervisory or management roles
- Processes to follow if a person has concerns that an employee may be under the influence of alcohol, drugs and/or fatigue (performance impaired)
- Access to the Employee Assistance Program
- Opportunities for an employee to leave the workplace and go home if:
  - The employee believes that they are impaired and/or;
  - An Officer as defined in the *Work Health and Safety Act*, determines that an employee is impaired.

### **Targeted testing**

- The Employer may require an employee to undergo a test for alcohol or illicit drugs as soon as possible, but within 24 hours if:
  - Employees are directly involved in a reported or reportable incident; or
  - An employee has been determined as impaired by an officer and refuses to leave the workplace;

An officer will provide the employee involved with reasons for their concern in writing.
- The Employer may undertake drug and alcohol testing up to six times within 12 months where:
  - An employee has returned a positive illegal drug and/or alcohol test in the previous 12 months; or
  - An employee has been required to go home due to impairment on two occasions in the previous six months.
- Drug and alcohol testing must be authorised by a director.
- An employee undertaking a drug and alcohol test may request an employee representative to be present providing this doesn't prevent the Employer obtaining a valid, timely and uncompromised result.
- An employee whose performance or behaviour is or has been impaired by the presence or absence of drugs or alcohol, or a legal limit is or has been exceeded may have action taken against them under the Employer's disciplinary procedures. This may include but is not limited to suspension consistent with other clauses in this Agreement.
- An employee responsible for the existence, possession or dealing of an illegal drug or illegal substance at work and/or in the workplace may have action taken against them under the Employer's disciplinary procedures including but not limited to termination of employment
- The Employer will report the existence, possession or dealing of any illegal drug or illegal substance at work and/or in the workplace to the police.

### **Random testing**

The Employer may decide to explore the introduction of random drug and alcohol tests during the life of this Agreement in accordance with the *Management of workplace change* (clause 7).

### **Smoking**

The Employer will promote and maintain a smoke free work environment, recognising that employees are free to choose to consume tobacco during recognised breaks, consistent with the *Work Health and Safety Act and Regulations 2012*.

## **6.5 UV radiation protection/seasonal heat**

The Employer will maintain and employees will comply with policy and procedures relating to working in seasonal heat and minimising the risk of skin cancer and other effects caused by exposure to ultra violet radiation from sunlight whilst at work.

## **6.6 Information management**

Employees who:

- Create information resources;
- Have access to information resources;
- Have any other responsibilities for information resources, for example storage and maintenance responsibility;
- Have management responsibility for officers who carry out any of these activities; or
- Manage, or have input into information technology infrastructure design or software selection

will identify any information that forms part of the 'corporate memory' and manage that information within the Employer's electronic systems or physical storage areas. Employees will ensure that they comply with information management procedures and systems. This will result in information resources being kept in an accessible, authentic, accurate, complete, meaningful and secure manner.

Employees will also ensure that:

- Information defined as 'corporate' is not permanently stored in personal localised systems or departmental areas; and
- They do not access information that is not relevant to the role they perform for the Employer.

## **6.7 Confidentiality and privacy**

Employees recognise that they must not make improper use of any information they acquire as an employee. Improper use is defined as:

- Gaining directly or indirectly an advantage or to avoid, directly or indirectly, a disadvantage for themselves;
- A member of his or her family or close associate; or
- To cause any loss or damage to the Employer or any other person.

Employees using computers are issued with "user ids" and asked to generate passwords. They recognise it is essential that these remain confidential, as employees are responsible for the work performed and communications made under their personal identification code.

Employees agree to deal with all information collected, used, disclosed to them and obtained from them, in compliance with the Personal Information Protection Principles set out in the *Personal Information Protection Act (Tas)* and in accordance with the Employer's policies and procedures.

## **6.8 Conflict of interests and use of the Employer's resources**

Employees must comply with the requirements of the *Local Government Act 1993* and the Employer's procedure in relation to declaring conflicts of interest.

Employees may work for personal gain (private work) within their area of skills in their own time on the understanding that this work will not impact upon their ability to do their work for the Employer safely, efficiently and effectively.

Employees will discuss the type of work with their director, who will determine if a conflict of interest may exist.

Where there is a doubt regarding the type of work or existence of conflict of interest, the matter will be referred to the General Manager for consideration.

No private work is to be undertaken which will create a conflict of interest with the employee's duties.

Employees will not use their position to solicit for private work or engage in communications relating to private work during normal business hours.

No Council equipment or property including that issued to an individual is to be used in the performance of any private work.

The employee and director will prepare a file note describing the private work being performed and any understanding regarding boundaries between private work and Council work. The Human Resources Department will be required to assist in the preparation of this file note.

The signed file note, signed by the employee and the General Manager will be forwarded to the Manager Human Resources and stored in the employee's personnel file.

Where clarification or agreement cannot be reached, the decision of the General Manager will be final.

## **6.9 Pecuniary interests**

Employees recognise that they have an obligation under the *Local Government Act 1993* and the Employer's associated procedures to declare a pecuniary interest in any decision making situation where the outcome of the decision could be influenced by their relationship to one of the affected parties.

Employees further recognise that in determining when an interest is declarable:

- It does not matter whether any potential pecuniary benefit or detriment is small or large. Under the legislation, ANY pecuniary interest affects the ability of an employee to participate in Council decision making (unless it falls within one of the exemption categories outlined in the Employer's procedure); and
- The purpose of the legislation is to protect the validity of the process of Council decision-making, not the outcome. It does not matter whether an employee *actually* acted in the best interests of the community and not their own personal interest. What is important is that there is no risk of it *appearing* as though the employee acted in their own interest.

## **6.10 Employee Code of Conduct**

The Employer will in agreement with the JCC maintain a code of conduct outlining the expectation of employee behaviour.

Employees will while:

- At work;
- In a Council uniform;
- In an identifiable Council vehicle; and
- Representing the Council

act in accordance with the Employee Code of Conduct.

Breaches of the Employee Code of Conduct may result in disciplinary action.

The Employee Code of Conduct will not apply to employees outside of the above clause unless the action of the employee when considered with their seniority in the Council could be considered by a reasonable observer to be endorsed by the Council or significantly damage the image of the Council.

## **6.11 Information technology**

Employees acknowledge that as a condition of employment, the Launceston City Council's systems are installed to enable the monitoring of access to all information recording and communication systems, both manual and electronic. This includes email, internet, electronic documents, computer files and telephone calls but not telephone conversations. Employees must not access or retain information that has no relevance to the duties they perform for the Employer, refer *Information management* (clause 6.6).

The following general guidelines apply (as included in the Internet, Social Media and Email Policy 22-PI-024):

- Electronic resources exist to support the efficient and effective delivery of Council services;
- Employees must not use any electronic resources provided by the Council to engage in or support any illegal activity;
- Employees must not use any electronic resources in ways likely to bring the Council into disrepute;
- Employees must not use any electronic resources to access sites that pose a possible risk to the secure use of the internet or to the Council's network;
- Employees will be blocked from browsing sites which contain socially unacceptable material. Examples include material that is pornographic, obscene, racist, sexist, threatening, violent or may be likely to offend, harass or intimidate others;
- Employees must not attempt to alter or avoid audit, security controls or measures.
- Employees should not imply the Council's endorsement of their personal views when communicating via any electronic resources, it should be clear who your message is representing. Any views expressed on behalf of the the Council must be authorised by the Communications Department, the relevant director and or the General Manager;
- It is the responsibility of the author to ensure that any reference made to the Council in an electronic communication is factually correct and accurate; and
- Employees must show respect for individuals and communities in which they interact.

The Policy is to be referenced for a comprehensive understanding of the Council's policy regarding the appropriate use of electronic resources and social media.

Software must not be loaded onto the Employer's computers without the prior agreement of the Information Technology (IT) Department.

Acceptable uses of the Employer's IT network are activities which support the Employer's objectives and/or are directed at work related research and study.

Downloading of files from the internet or loading files from disk must be done consistent with the Employer's procedures to ensure that the content does not contain viruses that may contaminate or corrupt the Employer's systems or are illegal or against Council policy.

### **6.11.1 Employee Self Service**

Employees who have access to the Employer's IT network will be given access to the Employee Self Service System to:

- Access personal pay information;
- Update personal details and emergency contact/next of kin details;
- Apply for leave; and
- Utilise other features as they are implemented.

### **6.11.2 Payslips**

Employees agree to have payslips emailed to them if they have a personal email address within the Employer's IT network and no other employee has access to their inbox.

The Employer will produce a payslip for every employee within one working day of their pay day in accordance with the Fair Work Regulations.

## **6.12 Intellectual property rights**

### **Ownership**

Subject to any express written agreement to the contrary, all intellectual property created by the employee in the course of the employee's employment with the Employer automatically vests in the Employer.

### **Assistance**

The employee must do all things necessary or desirable to vest in the Employer ownership of any intellectual property created by the employee in the course of the employee's employment with the Employer, including executing any documents which are reasonably required by the Employer to give effect to 'Ownership' above.

### **Employee must disclose inventions**

The employee must disclose to the Employer any discovery, invention, secret process, system or improvement made or discovered by the employee during the course of the employee's employment with the Employer in connection with or in any way affecting or relating to the Employer's business or capable of being used or adapted for use by the Employer or in connection with its business.

### **Employee's right to generic processes**

Where an employee develops a method, process or innovation that would be reasonably regarded as being applied generically across their field of expertise and the result of experience in their field, they retain the right to use such method, process or innovation beyond their employment with the Employer and the Employer can continue to use the method, process or innovation.

An employee may request written confirmation from the General Manager that the employee retains intellectual property rights for intellectual property created by the employee in their own time.

The General Manager will confirm their decision regarding the retention of intellectual property rights in writing to the employee. A copy of this letter will be stored in the employee's personnel file.

## **6.13 Timesheets**

Employees must complete timesheets when requested to do so by their manager or supervisor. Employees will ensure that information contained in the timesheet is accurate and they are provided to their supervisor on time.

Where employees regularly do not complete their timesheets accurately or do not provide them punctually to their supervisor or manager, payment for overtime relating to those timesheets may be delayed by the Employer until the following pay period.

Employees recognise the importance of completing time sheets accurately. Deliberate inaccuracies when completing timesheets may be considered as misconduct or serious misconduct, refer *Definitions and abbreviations* (clause 1.12).

Timesheet alteration should not occur prior to submission to the Payroll Office without notifying the employee.

The Employer will keep and provide employment records in accordance with the *Fair Work Act 2009*.

## **6.14 Customer service/systems**

Specialist employees may be required to work on a rotational basis in the Council's Customer Service Centre to answer customer queries and assist the customer in understanding rules and regulations.

Specialist employees will also provide training and mentoring to Customer Service employees when requested, to ensure service levels meet the required standards.

## **6.15 Vehicle tracking systems**

Information gained by the Employer through the installation and operation of vehicle tracking systems will be used for legitimate business purposes including but not restricted to:

- Monitoring safe work practices and assisting in identifying the location of employees and vehicles;
- Identifying and facilitating productivity improvements;
- Confirming compliance with the Council's policies, procedures and relevant laws and regulations;
- Assisting in the effective supervision of employee activities; and
- Assisting in the location and retrieval of stolen vehicles.

The Employer will install visible signs in all vehicles fitted with tracking devices to inform all vehicle users that surveillance tracking is being carried out.

The signs will state similar to the following "Tracking surveillance devices have been fitted to this vehicle/equipment."

Information gained through vehicle tracking systems may be used by the Employer for counselling and disciplinary purposes. This information may be used as evidence to determine that an employee's actions were misconduct or serious misconduct, refer *Definitions and abbreviations* (clause 1.12).

Intentional interference with the vehicle tracking system that renders the vehicle tracking system information unreliable or part of the system inoperable may constitute serious misconduct, refer *Definitions and abbreviations* (clause 1.12).

Information gained through the vehicle tracking system that is not relevant to an employee's relationship with the Employer will be considered private and treated with appropriate confidentiality.

A manager at their discretion may access vehicle tracking information. Any other employee must make a request for vehicle traffic information to the appropriate manager. If approved, the file note will be placed on the personnel file of the employee or employees with whom the request relates as evidence of the reason and authorisation for the request. Managers will be responsible for acting on the information in accordance with the principles of this clause.

The Employer reserves the right to review and make changes to the vehicle tracking system operating model during the life of the Agreement.

# 7 Management of workplace change

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## 7.1 Consultation

### 7.1.1 Consultation with employees

#### Duty to notify

In the event that the Employer makes a definite decision to introduce changes in production, program, organisational structure or technology that are likely to have 'significant effects' on employees, the Employer will notify the employees who may be affected by the proposed changes and their representatives, if any.

#### Duty to discuss change

As soon as practicable after a definite decision has been made to introduce change and prior to the introduction of the change the Employer will discuss the introduction of the change with the employees affected and their representatives. These discussions will have regard to the effects the changes are likely to have on employees and measures taken to avert or mitigate any adverse effects of such changes on employees. The Employer will give prompt consideration to matters raised by the employees affected and their representatives in relation to the changes.

For the purposes of such discussion, the Employer will provide in writing to employees and their representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of changes on employees and any other matters likely to affect employees provided that there is no requirement to disclose confidential information the disclosure of which would be detrimental to the Employer's or employee's interests.

### 7.1.2 Consultation with the Joint Consultative Committee

In addition to *Consultation with employees* (clause 7.1.1), the following additional consultation obligations apply.

#### Duty to notify

In the event that the Employer makes 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 will notify the Joint Consultative Committee (JCC).

#### Duty to discuss change

As soon as practicable after a definite decision has been made to introduce major change and prior to the introduction of the change the Employer will discuss the introduction of the change with the JCC. These discussions will have regard to the effects the changes are likely to have on employees and measures taken to avert or mitigate any adverse effects of such changes on employees. The Employer will give prompt consideration to matters raised by the JCC in relation to the changes.

For the purposes of such discussion, the Employer will provide in writing to the JCC all relevant information about the changes including the nature of the changes proposed, the expected effects of changes on employees and any other matters likely to affect employees provided that there is no requirement to disclose confidential information the disclosure of which would be detrimental to the Employer's or employee's interests.

### 7.1.3 Definitions

For the purposes of *Consultation* (clause 7.1), the following definitions will apply:

### **Major change (definition)**

A change is a major change if it will:

- Effect a majority of employees; or
- Effect a majority of departments or the majority of employees in a department.

### **Significant effects (definition)**

A major change is likely to have a significant effect on employees if it results in:

- Termination of employment; or
- Major change in the composition, operation or size of the Employer's workforce or in the skills required of employees; or
- Elimination or diminution of job opportunities, including promotion or job tenure; or
- Alteration of hours of work; or
- The need to retrain employees; or
- Transfer of employees to other work or locations; or
- The restructuring of jobs; or
- Changes to the legal or operational structure of part or all of the Employer.

## **7.2 Transmission of business**

### **7.2.1 General**

This clause will apply where the Employer proposes to or transfers to a new employer (the transmittee) the business or any part of the business covered by this Agreement.

The provisions of Part 2.8 - Transfer of Business of the *Fair Work Act 2009* will apply.

Part 2.8 of the *Fair Work Act 2009*:

- Provides for the transfer of enterprise agreements, certain modern awards and certain other instruments if there is a transfer of business from one national system employer to another national system Employer;
- Describes when a transfer of business occurs and defines the following key concepts: old employer, new employer, transferring work, transferring employee and transferable instrument;
- Sets out the circumstances in which enterprise agreements, certain modern awards and certain other instruments that covered the old employer and the transferring employees (including high income employees) cover the new employer, the transferring employees and certain non-transferring employees and organisations; and
- Prescribes transfer time periods.

### **7.2.2 Transfer of entitlements**

Where a business or part of a business of the Employer is transferred from the Employer to another employer (the transmittee) and an employee, who at the time of the transmission was an employee of the Employer, the Employer will take reasonable steps to ensure that the terms and conditions of employment paid by the transmittee are of no overall disadvantage to the employee than those that applied to their employment with the Employer.

The Employer will take reasonable steps to ensure the transmittee recognises all previous service and accepts responsibility for all accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits for Annual Leave, Long Service Leave and recognition of service for the payment of redundancy benefits.

Where the employee transfers to the transmittee, but the transmittee will not accept responsibility for and recognise all previous service and accrued entitlements, immediately prior to the transmission of business, the Employer will pay to employees their accrued Annual Leave and Long Service Leave entitlements under the terms of this Agreement.

### **7.2.3 Discussions regarding transfer of business**

Where the Employer proposes to transmit the business or any part of the business, the Employer must:

- Notify the employees affected and the relevant union/s of the proposed transmission; and
- Discuss with the employees affected and the relevant union/s the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the Employer to transmit the business or part of the business.

The Employer will consider and respond to any reasonable concerns raised by employees and the relevant union/s about the terms of the proposed transmission.

In the event of a dispute about the Employer's response to concerns raised by employees, the *Grievance and dispute settlement/resolution* (clause 1.9) of this Agreement will be utilised to resolve the concerns.

The Employer will provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union/s and the proposed new employer.

### **7.2.4 Redundancy**

Where the Employer declares any positions redundant as a consequence of a transmission of business, the following must apply to affected employees:

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

## **7.3 Redeployment**

Changes within the Employer may give rise to an offer of redeployment. In this eventuality an employee will be given 14 consecutive days to consider the offer. Such an offer will be in accordance with the *Preservation of previous conditions of employment* (clause 2.1).

## **7.4 Redundancy**

Where a position is identified as surplus or redundant to the organisational structure, the Employer will initiate the following procedure:

### **Step 1 – Redeployment**

Opportunities for the redeployment of the affected employee with suitable retraining where appropriate will be exhausted in the first instance. The Employer may offer the affected employee a redundancy in lieu of redeployment.

### **Step 2 – Voluntary redundancy**

In the event that redeployment is not available and/or the affected employee does not accept the offer of a redundancy where a position has been identified as surplus or redundant, the Employer will call for expressions of interest from employees to accept a voluntary redundancy from within the directorate.

### **Step 3 - Compulsory redundancy**

Where Steps 1 and 2 have been exhausted and a compulsory redundancy is necessary, the affected employee will be terminated and the Employer will provide the following separation package:

- A period of notice of four weeks or payment in lieu of such period of notice;
- In addition to the above, employees over 45 years of age at the time of the giving of the notice will be entitled to an additional week's notice;
- Severance pay calculated on the basis of three weeks income for each completed year of continuous service or part thereof up to a maximum of 60 weeks;
- If applicable, a payment for the loss of motor vehicle usage by including in the calculation of an employee's salary an amount consistent with the relevant figure used at the time when negotiating salary packages;
- If the employee has more than five years continuous service at the date of redundancy and is not entitled to payment for pro-rata Long Service Leave then an ex-gratia payment equivalent to pro-rata Long Service Leave will be paid; and
- Outplacement services will be offered to employees subject to redundancy.

Employees will not receive any payment for accrued Personal/Carer's Leave on termination of employment.

## **7.5 Employee Representatives' Rights**

### **Employee representatives (union delegates)**

The Employer:

- Recognises workplace delegates authorised by a union and undertakes to permit such delegates to perform their role without any discrimination in their employment.
- Acknowledges that union delegates represent and speak on behalf of union members in the workplace and have the right to engage in collective negotiations with the Employer on behalf of members.
- Will ensure that appropriate representation is maintained by union delegates on the Joint Consultative Committee.
- Will allow union delegates to address new employees about the benefits of union membership at the time that they enter employment.
- Will give union delegates reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with union members and the Union.
- Allow union delegates to place notices relevant to union activities on the Employer's notice boards.

Union delegates will be granted reasonable time during work hours to:

- Consult with union members and with officials of the Delegates' Union;
- Represent the interests of members to the Employer and before industrial tribunals;
- Participate in the affairs of the Union;
- Attend accredited union education.

When an employee is elected as a Union Delegate they are encouraged to participate in a minimum of two days accredited Union Delegate training within 12 months of their appointment. The course will have a component on

disciplinary processes and performance management to ensure that they can effectively and legally represent their members.

### **Employee representatives (non-union)**

The Employer:

- Recognises that some employees may choose not to be a member of a union and may therefore seek to nominate someone to act as their employee representative on matters relating to this Agreement;
- Acknowledges that nominated employee representative represent and speak on behalf of the employee/s concerned in the workplace and have the right to engage in negotiations with the Employer on behalf of the employee/s; and
- Will give nominated employee representative reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as an employee representative.

Employee representatives will be granted reasonable time during work hours to:

- Consult with the nominee employee/s; and
- Represent the interests of the nominee employee/s to the Employer and before industrial tribunals.

# **8 Organisational improvement**

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## **8.1 Continuous Improvement Strategy**

The Employer and employees agree to a shared mutual objective of continuous improvement.

To achieve this objective, the Employer and employees commit to continuously improving our processes by:

- Focussing on continual improvement and good business practice that strives to identify opportunities to improve service delivery to our customers;
- Being guided by a Management System that incorporates regular and ongoing review of content, currency and communication of key documentation;
- Managing and assigning the responsibility for the delivery of Employer's key functions;
- Aligning our decision making, service delivery and processes to the community's Vision 2020 and Council's Strategic and Annual Plans; and
- Working as 'One Organisation' to provide quality services to our customers (internal and external).

## **8.2 Employee surveys**

Employee surveys provide valuable feedback for the effective management of the Employer and are an important element in communication. Employees agree to participate in one formal employee survey in any 12-month period. To ensure that the survey results are reliable, employees will complete the surveys in good faith. The Joint Consultative Committee will develop and agree on guidelines for the application of employee surveys and appropriate feedback mechanisms.

## **8.3 Supplementary labour**

- Where continuity of employees is required for efficiency of works, these areas are to be identified by the managers, supervisors and coordinators concerned and approval obtained from the department manager to use supplementary labour.
- Supplementary labour should not be used for over 12 months of continuous use.
- Supplementary labour hire arrangements are to be reviewed after six months from the date of engagement to determine whether there is a need to create a permanent position.

## 9 Signatories

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**Robert Dobrzynski**

General Manager

Launceston City Council

PO Box 396

LAUNCESTON TAS 7250

Dated 19/11/2013



**Secretary**

Australian Services Union

Tasmania Branch

265 Macquarie Street

HOBART TAS 7000

Dated \_\_\_\_\_

**Director - Tasmania**

The Association of Professional Engineers,  
Scientists and Managers, Australia

2 Davey Street

HOBART TAS 7000

Dated \_\_\_\_\_

*Bruce Williams*

Employee Bargaining Representative

Launceston City Council

P.O. Box 396

LAUNCESTON TAS 7250

Dated 19/11/2013



# 10 INDEX

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## A

|  |    |
|--|----|
| Additional leave for specific employees.....                       | 63 |
| Aim of Agreement.....  | 9  |
| Allowance rates .....  | 46 |
| Allowances descriptions .....                                      | 42 |
| Alteration of start and finish times .....                         | 52 |
| Annual Leave.....  | 63 |
| Annual Leave Loading.....  | 64 |
| Anti-discrimination and<br>Equal Employment Opportunity (EEO)..... | 77 |
| Application of weedicide, etc. ....                                | 42 |
| Apprentice pay rates.....  | 49 |
| Apprentices and trainees.....                                      | 37 |
| Association memberships.....                                       | 42 |

## B

|  |    |
|--|----|
| Breast feeding and expressing facilities ..... | 73 |
|--|----|

## C

|  |        |
|--|--------|
| Call-outs .....  | 40, 41 |
| Carer's Leave.....   | 68     |
| Cashing out Annual Leave.....                                      | 64     |
| Cashing out Long Service Leave.....                                | 66     |
| Casual employees.....  | 57, 69 |
| Classifications - definitions .....                                | 23     |
| Compassionate Leave<br>(includes Bereavement Leave).....           | 69     |
| Confidentiality and privacy.....                                   | 79     |
| Conflict of interests and<br>use of the Employer's resources ..... | 79     |
| Consultation.....  | 84     |
| Consultation with employees.....                                   | 84     |
| Consultation with the Joint Consultative Committee                 | 84     |
| Consumer Price Index (CPI).....                                    | 13     |
| Customer service/systems .....                                     | 83     |

## D

|   |    |
|---|----|
| Date and period of operation.....                                   | 10 |
| Definitions.....  | 84 |
| Definitions and abbreviations .....                                 | 13 |
| Depth Allowance.....  | 42 |
| Direction to take Annual Leave.....                                 | 63 |
| Discussions regarding transfer of business.....                     | 86 |
| Drug and alcohol education and management.....                      | 77 |
| Duty to notify hours worked and ten hour break<br>requirement ..... | 39 |

## E

|   |    |
|---|----|
| Early morning cleansing employees.....              | 42 |
| Emergency Leave Without Pay .....                   | 74 |
| Emergency services volunteers.....                  | 75 |
| Employee.....                                       | 13 |
| Employee Assistance Program (EAP).....              | 77 |
| Employee Code of Conduct.....                       | 80 |
| Employee commitment.....                            | 10 |
| Employee couple.....                                | 13 |
| Employee representative.....                        | 13 |
| Employee representatives' rights .....              | 87 |
| Employee safety representatives .....               | 76 |
| Employee Self Service .....                         | 81 |
| Employee surveys .....                              | 89 |
| Employee training and development .....             | 19 |
| Employer .....                                      | 13 |
| Employment.....                                     | 16 |
| Engineering student rates and cadetship rates ..... | 49 |
| Enterprise Agreement payments .....                 | 47 |
| Exhumation.....                                     | 42 |

## F

|                            |    |
|----------------------------|----|
| Fair Work Act .....        | 13 |
| Federal minimum wage ..... | 37 |
| Full-time employees .....  | 56 |

|   |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
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| <b>G</b>  | Member of the employee's household..... | 14   |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Grave Reopening Allowance .....                   | 42                                      | Misconduct .....                                     | 14     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Grievance and dispute settlement/resolution ..... | 11                                      | Multiple Employment Arrangements.....                | 57     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>H</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Hardship .....                                    | 21                                      | Night work.....                                      | 54     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Height Allowance.....                             | 42                                      | Notice of termination by an employee .....           | 21     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Higher classified duties.....                     | 36                                      | Notice of termination by the Employer.....           | 20     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Hours and flexible working arrangements .....     | 52                                      | Notification.....                                    | 18     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Hours of work .....                               | 52                                      | <b>O</b>   |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>I</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Immediate family .....                            | 14                                      | Ordinary hours - early morning cleansing services .. | 52     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| In-charge Allowance .....                         | 42                                      | Organisational improvement.....                      | 89     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Incidents .....                                   | 14                                      | Other leave while on Annual Leave.....               | 64     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Information management.....                       | 79                                      | Over-award Allowance.....                            | 18     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Intellectual property rights .....                | 14, 82                                  | Overtime .....                                       | 38     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Intoxication .....                                | 14                                      | Overtime rates .....                                 | 39     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>J</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Job rotation and transfers.....                   | 60                                      | Overtime/TIL forms .....                             | 39     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Job search entitlement .....                      | 21                                      | <b>P</b>   |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Job sharing.....                                  | 60                                      | Joint Consultative Committee (JCC) .....             | 11, 14 | Parties bound by Agreement ..... | 9 | Junior employee rates ..... | 37 | Parties not bound by Agreement ..... | 9 | <b>L</b> |  |  |  | Launceston Waste Centre (LWC) operators..... | 60 | Part-time employees..... | 40, 57 | Leave provisions..... | 63 | Payment in lieu of notice ..... | 21 | Long Service Leave (LSL) ..... | 65 | Payment of Annual Leave on termination..... | 64 | Long Service Leave paid on termination ..... | 66 | Payment of approved remuneration increase..... | 18 | Long Service Leave - portability ..... | 67 | Payment of overtime..... | 39 | Lower classified duties ..... | 36 | Payment of salaries and wages..... | 22 | <b>M</b> |  |  |  | Make-up time ..... | 68 | Payslips ..... | 82 | Management and supervisor commitment ..... | 10 | Peak service ..... | 15 | Management of workplace change..... | 84 | Pecuniary interests ..... | 80 | Meal break Allowances..... | 42 | Performance feedback ..... | 16 | Meal breaks ..... | 38, 52 | Performance feedback and remuneration review.... | 16 | Mechanical workshop ..... | 43 | Performing higher and lower classified duties..... | 36 | <b>N</b> |  |  |  | Night work..... | 54 | Performance objectives ..... | 17 | <b>O</b> |  |  |  | Notice of termination by an employee ..... | 21 | Personal/Carer's Leave ..... | 67 | Notice of termination by the Employer..... | 20 | Personal Leave ..... | 15 | Notification..... | 18 | Position description ..... | 18, 20 | <b>P</b> |  |  |  | Over-award Allowance..... | 18 | Position evaluation ..... | 19 | Overtime ..... | 38 | Posting of Agreement ..... | 13 | Overtime rates ..... | 39 | Programmed night work ..... | 54 |
| Joint Consultative Committee (JCC) .....          | 11, 14                                  | Parties bound by Agreement .....                     | 9      |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Junior employee rates .....                       | 37                                      | Parties not bound by Agreement .....                 | 9      |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>L</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Launceston Waste Centre (LWC) operators.....      | 60                                      | Part-time employees.....                             | 40, 57 |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Leave provisions.....                             | 63                                      | Payment in lieu of notice .....                      | 21     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Long Service Leave (LSL) .....                    | 65                                      | Payment of Annual Leave on termination.....          | 64     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Long Service Leave paid on termination .....      | 66                                      | Payment of approved remuneration increase.....       | 18     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Long Service Leave - portability .....            | 67                                      | Payment of overtime.....                             | 39     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Lower classified duties .....                     | 36                                      | Payment of salaries and wages.....                   | 22     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>M</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Make-up time .....                                | 68                                      | Payslips .....                                       | 82     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Management and supervisor commitment .....        | 10                                      | Peak service .....                                   | 15     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Management of workplace change.....               | 84                                      | Pecuniary interests .....                            | 80     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Meal break Allowances.....                        | 42                                      | Performance feedback .....                           | 16     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Meal breaks .....                                 | 38, 52                                  | Performance feedback and remuneration review....     | 16     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Mechanical workshop .....                         | 43                                      | Performing higher and lower classified duties.....   | 36     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>N</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Night work.....                                   | 54                                      | Performance objectives .....                         | 17     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>O</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Notice of termination by an employee .....        | 21                                      | Personal/Carer's Leave .....                         | 67     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Notice of termination by the Employer.....        | 20                                      | Personal Leave .....                                 | 15     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Notification.....                                 | 18                                      | Position description .....                           | 18, 20 |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| <b>P</b>  |   |  |        |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Over-award Allowance.....                         | 18                                      | Position evaluation .....                            | 19     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Overtime .....                                    | 38                                      | Posting of Agreement .....                           | 13     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |
| Overtime rates .....                              | 39                                      | Programmed night work .....                          | 54     |                                  |   |                             |    |                                      |   |          |  |  |  |  |    |                          |        |                       |    |                                 |    |                                |    |   |    |  |    |  |    |  |    |                          |    |                               |    |                                    |    |          |  |  |  |                    |    |                |    |  |    |                    |    |                                     |    |                           |    |                            |    |                            |    |                   |        |  |    |                           |    |  |    |          |  |  |  |                 |    |                              |    |          |  |  |  |  |    |                              |    |  |    |                      |    |                   |    |                            |        |          |  |  |  |                           |    |                           |    |                |    |                            |    |                      |    |                             |    |

|   |        |  |        |
|---|--------|--|--------|
| Pro-rata Long Service Leave.....                                    | 66     | Supported wage system.....                   | 38     |
| Public holidays.....  | 74     | Suspension from duties.....                  | 21     |
| Purpose and objectives of the Agreement.....                        | 9      |  |        |
| <b>T</b>  |        |  |        |
| <b>Q</b>  |        | Temporary employees .....                    | 57     |
| QVMAG Fieldwork.....  | 40     | Termination of employment .....              | 20     |
| <b>R</b>  |        | Time In Lieu (TIL) .....                     | 39, 41 |
| RDO.....  | 15     | Timesheets .....                             | 82     |
| Reactive night work .....   | 54     | Title.....                                   | 9      |
| Redeployment .....  | 86     | Transfer of entitlements.....                | 85     |
| Redundancy .....  | 86     | Transition to retirement.....                | 62     |
| Regular part-time work .....  | 59     | Transmission of business .....               | 85     |
| Relationship to awards, legislation and industrial instruments..... | 10     | Transport employees.....                     | 44     |
| Remuneration .....  | 22     | Tree Crew Allowance.....                     | 44     |
| Remuneration review.....  | 17     |  |        |
| Requirement to work reasonable overtime.....                        | 38     | <b>U</b>                                     |        |
| Rest periods .....  | 53     | Uniform and protective clothing .....        | 44     |
| Return To Work (RTW) .....  | 75     | Unpaid Carer's Leave.....                    | 68     |
| Rostered Days Off (RDO).....  | 55     | Unpaid Compassionate Leave .....             | 70     |
| <b>S</b>  |        | UV radiation protection/seasonal heat.....   | 78     |
| Salaries and wages definitions (adults).....                        | 22     |  |        |
| Salary sacrifice .....  | 51     | <b>V</b>                                     |        |
| Scaffolding Allowance.....  | 43     | Vacancies .....                              | 16     |
| Scheduling and direction to take Long Service Leave.....            | 65     | Vehicle and Travelling Allowance .....       | 45     |
| School-based apprentices .....                                      | 37     | Vehicle tracking systems .....               | 83     |
| Serious misconduct .....  | 14     |  |        |
| Sewerage work.....  | 43     | <b>W</b>                                     |        |
| Shift work.....   | 15, 53 | Wage and salary increases .....              | 47     |
| Sick Leave.....   | 68     | Wage and salary rates.....                   | 48     |
| Sickness while on Annual or Long Service Leave....                  | 68     | Weekend work.....                            | 39     |
| Sickness while on Long Service Leave .....                          | 66     | Work arrangements 50/52.....                 | 64     |
| Signatories.....  | 90     | Work, family and lifestyle initiatives ..... | 52     |
| Special projects .....  | 18     | Working from home .....                      | 59     |
| Stand-by Allowance .....  | 43     | Working Tools and Tool Allowance .....       | 45     |
| Starting and finishing points .....                                 | 56     | Work on a public holiday .....               | 40     |
| Superannuation .....  | 49     | Work patterns .....                          | 56     |
| Superannuation funds .....  | 50     | Workplace stress .....                       | 76     |
| Supplementary labour .....  | 15, 89 | Work practices and performance.....          | 76     |
|   |        | 50/52 Work Arrangements.....                 | 64     |



**FAIR WORK AUSTRALIA**

**LAUNCESTON CITY COUNCIL**  
(Applicant)

(AG2013/11676)

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**Undertakings provided by the Launceston City Council (Employer) for the *Launceston City Council Enterprise Agreement 2013-2016* (Agreement)**

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In accordance with section 190(3) of the *Fair Work Act 2009*, the Employer provides the following undertaking:

1. Clause 3.9.3.4 (Weekend Work) will not be applied.
2. An employee who has completed at least 1 year but less than 2 years' continuous service will receive a minimum of four weeks redundancy pay (clause 7.4).
3. Notwithstanding clause 4.8 of the Agreement, the Employer or employee may terminate an individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement.

**Name:** Gareth Coleman

**Signature:**



**Title:** Senior Human Resources Officer

File No: POS1190/PF01632/EMP1536  
JLS

Your Ref: return from maternity leave

15 March 2016

Michelle Ogulin  
[REDACTED]

Dear Michelle

**Return from Maternity Leave**

Thank you so much for contacting us to make arrangements for your return to work.

I am pleased to confirm that you will return to work on Tuesday, 26 April 2016. Your working pattern will be a 48 hour fortnight, worked as follows:

| Day       | Hours           | Lunch Break  | Total           |
|-----------|-----------------|--------------|-----------------|
| Monday    | 8.00am - 4.30pm | 30 minutes   | 8 hours         |
| Tuesday   | 8.00am - 4.30pm | 30 minutes   | 8 hours         |
| Wednesday | Does not work   |              |                 |
| Thursday  | Does not work   |              |                 |
| Friday    | 8.00am - 4.30pm | 30 minutes   | 8 hours         |
|           |                 | <b>Total</b> | <b>24 hours</b> |

Your position classification will remain as Grade 6, Level 29 under the Launceston City Council Enterprise Agreement 2013-2016, with the current hourly rate being \$42.3102. Your annual leave, sick leave and long service leave accruals and superannuation contributions will be calculated on a pro-rata basis, according to the ordinary hours that you work.

If you require the use of our parenting room when you return to work, a key will be issued from the Architectural Services (Properties) area and we will be happy to provide you with a tour of the facility, if required.

We acknowledge the importance of maintaining a work-life balance and allow for individual flexibility for parents returning from Parental Leave up until their child reaches school age, if needed.

As part of your return to work, we require you to re-familiarise yourself with the organisation by completing our online Corporate Induction. We will confirm this arrangement with you once you are back at work.

Please provide me with a signed formal acceptance receipt (enclosed) to indicate that you are willing to remain with City of Launceston under these terms and conditions.

We look forward to welcoming you back to the Waste Management team, but in the meantime, enjoy the remainder of your maternity leave break with your family.

Yours sincerely

  
**HUMAN RESOURCES SYSTEMS ADMINISTRATOR**

**Acceptance**

(Please sign and return to Human Resources, PO Box 396, Launceston TASMANIA,  
AUSTRALIA 7250, or fax to 613 6323 3001)

I, Michelle Ogulin, accept the terms and condition stated in the attached letter regarding  
my return from maternity leave.

Signed:..... Dated:.....

# CITY OF LAUNCESTON

## MEMORANDUM

---

FILE NO: SF6133  
SE  
DATE: 1 June 2016

**TO:** All Technical Services Department Employees

**FROM:** [REDACTED] Acting Director Infrastructure Services

**SUBJECT:** Seriously Entertained Change

---

On Tuesday 31 May 2016 City of Launceston's Directors met to review the following information;

- ISD Technical Services Resourcing for the Future, People Strategy and an agenda item outlining recommendations for structural realignment; and
- Proposed new structure for the Infrastructure Services Directorate (ISD) Technical Services Department.

After reviewing this information EMC is now seriously entertaining the change being proposed.

Therefore, we would like to provide you with the opportunity to note your concerns prior to a decision being made. Whilst there is no requirement under the Enterprise Agreement, as an organisation Council is committed to allowing their employees appropriate consultation so that they can have input into possible future changes which may affect their role.

We encourage you to view the proposed structure in line with the documents provided and consider any feedback or questions you may have. We do acknowledge that the proposed changes are considerable and may take some time to absorb. Please ask questions in order for our proposed future to be fully considered - we will facilitate times for one on one conversations or with groups in the last week of the consultation period.

Submissions in relation to this Seriously Entertained Change must be received by close of business on **17 June 2016**.

The attached form can be returned via the internal post, email or hand delivered to:

- Acting Director Infrastructure Services - [REDACTED]  
[\[REDACTED\]@launceston.tas.gov.au](mailto:[REDACTED]@launceston.tas.gov.au)

All submissions will be tabled with the Directors prior to a decision being made. We ask you to complete the attached form and return it by the **17 June 2016**.

A decision is scheduled to be made by the Directors on the **28 June 2016**.

[REDACTED]  
**ACTING DIRECTOR INFRASTRUCTURE SERVICES**

## **Seriously Entertained Change Employee Submission**

Please complete and return by **17 June 2016** to the Acting Director Infrastructure Services or an employee representative in your work location.

Employee (Full Name)

Department

Submission provided to

Concerns I would like to have considered prior to a decision being made

Your Signature

---

Date / /

---

This form should be recorded in SF6133 - Seriously Entertained Change.

# City of Launceston

## DIRECTORS MEETINGS

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|  |                        |
|--|------------------------|
| <b>Title of Paper:</b> ISD Technical Services Department - Realignment           |                        |
| <b>Meeting Date:</b> 31 May 2016   | <b>File No:</b> SF6133 |
| <b>Prepared By:</b> [REDACTED], Acting Manager Technical Services                |                        |
| <b>Endorsed By Director:</b> [REDACTED], Acting Director Infrastructure Services |                        |
| <b>To be Communicated to:</b> Technical Services; JCC                            |                        |

### ***Purpose of Paper:***

To consider a structural review of the Technical Services Department.

### ***Recommendation(s):***

That the Directors receive the reports and endorse the 'Seriously Entertained Change' as proposed within this document and supported by -

- Attachment 1 - Resourcing for the Future
- Attachment 2 - Technical Services People Strategy
- Attachment 3 - ISD Technical Services Realignment
- Attachment 4 - Timeframe

### ***Report:***

The Infrastructure Services Directorate is in the business of providing relevant, healthy and sustainable infrastructure that supports a liveable city.

*Resourcing for the Future* (Attachment 1) focuses on the role of Technical Services in realising this and delivering best value to the community. How the department operates, plans, and is positioned in order to identify and meet future challenges is critical to its success, and the role of its people in achieving this is key.

A collaborative process was utilised that provided an opportunity for the entire Technical Services team to engage in developing a working solution for resourcing for the future.

This process not only resulted in the identification and prioritisation of future challenges and issues, but also supported the development of a People Strategy in order to critically and proactively address the challenges and issues that were identified.

Input and feedback from employees during this process was invaluable. The subsequent People Strategy not only contains priority (focus) areas, but also high-level actions for each of these.

# City of Launceston

## **DIRECTORS MEETINGS**

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The 5 key focus areas include:

- Attract (Remuneration and Retention)
- Grow (Training and Development)
- Align (Structure and Strategy)
- Value (Culture)
- Design (Workforce Planning)

Prioritisation and planning around these actions has commenced, including in the areas of training and development, flexibility of work / work spaces, and opportunities to encourage and foster innovation. The People Strategy is Attachment 2.

One of the actions also identified as a priority specifically relates to the *Align* focus area, ie:

- 'Explore a contemporary approach to align structure to strategy.'

### Alignment of Structure to Strategy

In planning for the progression of this action a number of items have been taken into consideration, including the four key measures of success identified in the People Strategy and the key messages heard during the focus group and workshop process.

The Align success factors are:

1. Task-based work rather than by function - a cross functional team that shares knowledge
2. Individuals who are multi-skilled and flexible i.e focus on service delivery and meeting the objectives of the broader team
3. What we do is linked to the Strategic Plan and Objectives
4. Planning to ensure core business is supported and risks are managed

The key messages from the focus groups and workshops:

- a need for mentoring and coaching
- a desire for role diversity
- a desire for flexible work and flexible ways of doing work
- training and development plans to facilitate job satisfaction and career progression
- the need for succession planning
- need to invest in and retain skills and knowledge
- working in partnership with consultants to enhance learning/leverage mentoring

# City of Launceston

## **DIRECTORS MEETINGS**

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- an agreed communication plan
- alignment of work to the organisational goals/plans

The attached model for the future of Technical Services has been designed with consideration of all these factors. There are some fundamental shifts in the alignment of work in the Technical Services Department. Not only does this address some of the issues raised in focus groups and workshops but it also provides a different way of working together - a way in which communication and collaboration is enhanced, work is linked to strategy, and systems are used to support accountability and innovation in delivering our work.

There are challenges in this - some existing roles may no longer be required, some role requirements need to change, reporting lines for the majority of the department will need to shift, and we need some new roles that we haven't had previously. This may be confronting, but the opportunities presented by completely rethinking the way in which we work and realigning roles and work areas to support new ways of thinking are also exciting. The intent is to address the challenges identified in *Resourcing for the Future* - to build a contemporary work environment that ensures we are positioned to achieve the best outcomes for building a liveable city.

In the proposed plan for achieving this, a number of roles will be affected - some redundant due to no longer being required, and some redundant due to a change in duties. The plan includes a number of direct appointments into new roles (these are noted on the proposed new structure in Attachment 3) and the identification of redeployment opportunities for those without a direct appointment.

In terms of the proposed structure itself, there has been a significant review of how we align the work we do – a shift to activity-based work in multi-disciplinary teams. This has led to a focus on our Natural Environment and Built Environment, supported by teams including Geographical and Investigation Services and Infrastructure Planning and Delivery.

The following outlines the proposed way forward, which we encourage everyone to take the time to read and consider in conjunction with the attached proposed structure.

### Natural Environment

This area is an alignment of those functions focussed on work within our natural environment - Parks and Waste Management. Asset planning and project delivery will be supported by the Infrastructure Planning and Delivery Team.

A new role will be created for an Environmental Scientist. This role will be focussed on climate change, sustainable infrastructure, water sensitive urban design and supporting

# City of Launceston

## **DIRECTORS MEETINGS**

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bushfire management planning. The capacity to provide advice on waste management initiatives, catchment management and management of the environmental impacts of the work we do supports a multi-disciplinary approach. The need to consider the impacts of climate change for future planning was a challenge identified in *Resourcing for the Future* - this role is a direct response to that.

The Senior Waste Management and Waste Management Officers roles have been renamed and restructured to support a multi-disciplinary approach - these will be direct appointments.

A review of the event management and bookings function highlights that these functions align closely with current work output in other areas of the organisation. With a focus on the customer experience, the bookings function will transfer to the Customer Service Centre - 0.42 FTE will transfer to the Customer Service Department to facilitate a new Customer Service Officer role to support the workload transfer. The events management work (0.4 FTE) will remain within the administration function of the Technical Services Department. The Compliance Auditor function (currently 0.2 FTE) will be absorbed within the new structure.

Over a number of years there has been a reduced focus on internal architectural services - the role of Architect will no longer be required due a shift in the volume of work available.

The Interpretation and Volunteers Officer role has been reconsidered in light of a reduced budget for interpretation works in future years - a focus on digital interpretation and wayfinding across the city as part of the LCH Project has resulted in restrained future funding for this function. Volunteer management will be realigned with the Operations Department - works crews on the ground in our various parks and reserves will liaise directly with the volunteers. This work will be managed without the requirement for increased FTE in the Operations Department.

Redeployment opportunities may be available for those in the roles that are no longer required in the realigned structure.

## **Built Environment**

This area will be focussed on roads and hydraulic services - our built assets. Asset planning and project delivery will be supported by the Infrastructure Planning and Delivery Team. There will be a focus on a multi-disciplinary approach. Some roles will transfer into new areas within the realigned Technical Services Department.

A Hydraulics Advisor will replace the Senior Engineer Hydraulics (a current vacancy) - this role will be a contract role focussed on defined project outcomes, including the ongoing work on the hydraulic modelling, management of our flood warning process and development of stormwater management plans. A new role, Engineering Officer Hydraulics, will be created to support the hydraulics area - the resourcing in the

# City of Launceston

## **DIRECTORS MEETINGS**

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hydraulic space has not been reviewed since the split of water and sewerage into a separate entity. There is a need to support the ongoing work in this area with this technical officer role which also provides new opportunities within the realigned structure.

The Senior Engineer Roads role will be redundant - redeployment opportunities are available. The focus shifts to a multi-disciplinary approach - senior specialist roles will be focussed on defined project deliverables, or on multi-disciplinary advice and mentoring (e.g the new Senior Engineering Advisor).

### Geographical and Investigation Services

A new area within this team is proposed - Investigations. The intent of this area is focussed investigation/inspection functionality within the Technical Services Department. This is a support service for the broader Department - as are the Spatial, Survey and Property functions. The transfer of roles into the Investigations area supports a multi-disciplinary approach.

The Investigations Co-ordinator role will be funded by an FTE transfer from the Operations Department. This role will manage a team focussed on inspections and investigations across all the asset portfolios of the Technical Services Department - a true multi-disciplinary team. A new part time role (0.5 FTE) for an Investigations Officer will be created, with this becoming a direct appointment opportunity.

The GIS Coordinator will become the Spatial Coordinator with additional people management responsibilities, and the Senior Property Co-ordinator role will be retitled to Senior Property Officer. The Data Officer role (0.58 FTE) will no longer be required but a direct appointment opportunity exists within the realignment.

### Infrastructure Planning and Delivery

This new area will consolidate the current asset planning and delivery functions with public liaison and continuous improvement. This area will provide a significant support function for the other areas within Technical Services. A focus on alignment of works programs to asset management plans, to the strategic asset management plan and to organisational strategic objectives will be supported by the implementation of new software to support efficient work practices and sound governance. New project management software (Tech 1 CPD) and new strategic asset management software (Tech 1 SAM) will further support this focus.

Consistent with other senior specialist roles, the Senior Engineer Projects role will be replaced with the role of Senior Project Delivery Coordinator - this role will also shift to include people management responsibilities, creating an opportunity for increasing people management skills within a multi-disciplinary team, along with increased career opportunities within the department.

# City of Launceston

## DIRECTORS MEETINGS

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### Management

The intent is that management roles across the current structure within the Technical Services Department will be made redundant and new ones to reflect the realigned groupings created. These will be filled by direct appointment.

A further major change is the consolidation of the administration function for the Technical Services Department within the management area. The administration function will report to the Manager Technical Services with daily guidance by the Directors Personal Assistant. This change will support diversity in work for these employees, a focus on a multi-disciplinary approach and management of work flow during leave periods.

A new role will be created within the management area - a Senior Engineering Advisor. This role will provide technical advice across the Technical Services Department and at times to the Operations Department. This role will not have people management responsibilities but will be a key role in supporting mentoring for other technical roles. There has been consistent feedback regarding the use of consultants to design and at times deliver projects across the Technical Services Department - the intent of this role is to support increased design and delivery within the Technical Services Department, providing up skilling opportunities for existing roles and supporting staff to engage in a diversity of work.

### ***Consultation:***

A collaborative process was utilised in realigning the structure. There was an opportunity for the entire Technical Services team to engage in developing a working solution for Resourcing for the Future. The realignment has been designed in consultation with Managers within the Technical Services Department and the Human Resources representative.

### ***Implementation:***

Timeframe attached (Attachment 4).

[REDACTED]  
**Acting Director Infrastructure Services**

## Resourcing for the Future

Infrastructure Services Division (ISD) is in the business of providing relevant, healthy, sustainable infrastructure that supports a livable city. Its aims are to demonstrate a competent and capable Directorate so that stakeholders are confident and assured that it can and will deliver, along with promoting and achieving the best outcome for its community.

The Technical Services Department within ISD is responsible for the provision of a variety of infrastructure services for and on behalf of the Council, and importantly, the greater Launceston community. Investments in infrastructure are often substantial and long term, and all councils across Australia face challenges in effectively building, maintaining and renewing assets. To effectively meet these challenges and resource the achievement of future outcomes and success, it is timely to ensure that the Department is well set up for this - including that it has appropriate people in the right roles at the right time. That it is resourced for the future.

Recently, The Directorate commissioned a number of reports from external parties looking at how ISD operates and how it will need to be positioned into the coming years. These reports (from both KPMG and Campbell & Jones) have one thing in common; they clearly demonstrate the need for Technical Services to continue its work in the community through bringing great outcomes to its customers. Why Technical Services does this is immediately evident – achieving the best for the community we live in.

This document is designed to focus on the role of Technical Services in delivering best value - where it is currently at and, why the Department must plan ahead and continually look forward. Exploring the issues identified and taking a long-term, proactive approach will not only ensure future success, but also ensure that the Department is adequately resourced and its people are aligned with the long term strategy.

### Our People

The role of people in this continuing development of the Department – and wider Directorate - cannot be overstated. At an organisational level, success is due to capable, willing, and innovative individuals working towards a common goal – in this case that goal is to serve the community of Launceston. We all understand why continuing to have the right people is important - it will come as no surprise that without good people leading and supporting an organisation, that organisation will falter and fail.

In order to maintain this positive trend, Technical Services will need to continue to invest in its employees, and explore opportunities for future resourcing. In short, the Department must have the right people in the right role at the right time, supported by great leadership and underpinned by a positive, innovative culture.

## Current State

A number of key opportunities for improvement have been identified by both Technical Services and the recent external reviews. As an example, the KPMG report considered 11 topics across the five Technical Services Units plus Remount Road Administration. Overall, the Technical Services Department appears to be working quite well, with key strengths including leadership and culture. The review also concluded that areas requiring most attention relate to:

- Integration of strategic and financial networks and budgeting/ report.
- Risk identification and management, and
- Resourcing and priorities.

Summary 'scorecard' for Technical Services from the KPMG report:

| Summary scorecard |   |        |
|-------------------|---|--------|
| #                 | Topic   | Rating |
| 1                 | Service Delivery standards  | Yellow |
| 2                 | Integrated strategic and financial frameworks   | Red    |
| 3                 | Budgets, Reporting - Accountabilities and Responsibilities                              | Red    |
| 4                 | Systems to ensure improved efficiency and effectiveness                                 | Yellow |
| 5                 | Relationship with Corporate Services particularly Information Technology                | Yellow |
| 6                 | Delegations, Policies and Processes to ensure efficiency                                | Yellow |
| 7                 | Relationships within the Directorate, Department and between sections of the Department | Yellow |
| 8                 | Leadership – capability and capacity assessment   | Green  |
| 9                 | Culture   | Green  |
| 10                | Risk identification   | Red    |
| 11                | Resourcing and priorities   | Yellow |

|   |        |
|---|--------|
| Some major weaknesses across many topic areas in the unit and significant scope for improvement   | Red    |
| Some weaknesses across some of the topic areas with some scope for improvement                    | Yellow |
| Few weaknesses across the majority of topic areas in the unit, with limited scope for improvement | Green  |

A breakdown across the individual teams (units) provides further areas of potential focus within each of these.

| Assessment  |                               |  |                       |   |   |  |                           |                          |            |   |                               |         |
|---|-------------------------------|--|-----------------------|---|---|--|---------------------------|--------------------------|------------|---|-------------------------------|---------|
|   | 1. Service Delivery standards | 2. Integrated strategic and financial frameworks | 3. Budgets, Reporting | 4. Systems efficiency and effectiveness | 5. Relationship with Corporate Services / IT      | 6. Delegations, Policies and Processes | 7. Internal relationships | 8. Leadership capability | 9. Culture | 10. Risk identification                             | 11. Resourcing and priorities | Overall |
| Projects  | 🟡                             | 🟡  | 🔴                     | 🔴                                       | 🟢   | 🟢                                      | 🟢                         | 🟢                        | 🟢          | 🔴   | 🟡                             | 🟡       |
| Parks and Recreation  | 🟡                             | 🔴  | 🔴                     | 🔴                                       | 🟡   | 🟢                                      | 🟡                         | 🟡                        | 🟡          | 🟡   | 🟡                             | 🟡       |
| Waste Management  | 🟡                             | 🔴  | 🟡                     | 🔴                                       | 🟡   | 🟡                                      | 🟢                         | 🟢                        | 🟢          | 🔴   | 🔴                             | 🟡       |
| Spatial Sciences  | 🟡                             | 🟡  | 🔴                     | 🟢                                       | 🟢   | 🟢                                      | 🟢                         | 🟢                        | 🟢          | 🟡   | 🟡                             | 🟢       |
| Roads and Hydraulics  | 🟡                             | 🔴  | 🔴                     | 🟡                                       | 🟡   | 🔴                                      | 🟢                         | 🟡                        | 🟡          | 🔴   | 🟡                             | 🟡       |
| Remount Administration  | 🔴                             | 🔴  | 🟢                     | 🟡                                       | 🟢   | 🟡                                      | 🟡                         | 🟡                        | 🟡          | 🔴   | 🔴                             | 🔴       |
| Overall   | 🟡                             | 🔴  | 🔴                     | 🟡                                       | 🟡   | 🟡                                      | 🟡                         | 🟢                        | 🟢          | 🔴   | 🟡                             | 🟡       |
| Some major weaknesses and significant scope for improvement = |                               |  |                       | 🔴                                       | Some weaknesses with some scope for improvement = |  |                           |                          | 🟡          | Few weaknesses with limited scope for improvement = |                               |         |

In the coming years there is an expectation that Technical Services will be busier and providing more community outputs than ever before. This increased workload is expected to occur, predominantly, across the areas of Parks and Recreation, Roads and Hydraulics, and Waste Management. That being said, all areas will experience growth and change, therefore this document and the resulting work remains relevant for all.

The KPMG review provides a valuable snapshot of where Technical Services is now, and key opportunities for both individual teams and for the Department as a whole. When used in conjunction with the *Four Year Workload Plan* by Campbell & Jones, this information brings to light some more short-term priorities that may be required for the Projects outlined in the four-year plan to be effectively implemented. Key among these are alignment of budgets with strategy, reporting accountabilities and responsibilities. That is, in order to better plan and track expenditure, there is an immediate need to reform aspects of the way budgets and accountabilities are structured.

As ISD moves forward with the works required over the coming years, it is evident there will be a need for significant expenditure of public money. The City of Launceston's Ten Year major Works Program (2007-2017) allocated more than \$355 million in major works in Launceston, with the completion of this Plan nearing its cycle. How the Department continues to manage this now and into the future is a key opportunity – in particular in relation to risk management at an operational and strategic level.

Project and program management, and the availability of personnel within those areas to complete the allotted tasks was another area identified for further exploration – that is, are there enough people in the right areas to get the job done? Are there adequate skills in project planning, or is there further development required? The number of projects and program management for the next four years would indicate that this may be one 'gap' flowing from the KPMG report requiring more immediate focus.

As a specific example of why this is important, a look at the financial year of 2016/17 typifies the scheduled works and personnel allotment by section of the entire planning period. In this period, the three areas set to experience the greatest number of 'actions' are Parks and Recreation, Roads and Hydraulics, and Waste Management. The planned actions for these areas are 73% of the entire planned actions for the financial year - directorate wide. However, the allotted personnel for this same period represent just 20% of the workforce. This is just one example of where different outputs vs workloads and resourcing may impact on directorate-planned projects, highlighting the need for better diversity and sharing of work.

How this issue will be addressed will be explored further, but it reinforces the need for the Department to focus on current and future planning and strategy development.

Other areas identified as requiring further development include:

- Service Delivery Standards.
- Systems to ensure improved efficiency and effectiveness.
- Relationships with Corporate Services.
- Delegations, Policies and Processes to ensure efficiency.
- Relationships with the Directorate, Department and between sections of the Department.

While the review undertaken by KPMG identified project, financial and risk management processes that required improvement, it is also important to note that there has already been a significant commitment made to improve these processes and training, most notably:

- Acquisition of new project management software which will be implemented over the next six months. Project Management certificates and diplomas are being undertaken by staff in 2016/17.
- A health check has been undertaken on the asset management system to ensure the direction with the asset management system is reasonable. The department is continuing to roll out mobility and maintenance schedules along with further investment in strategic asset management tools.
- In conjunction with the IT Department, a full time IT resource has been made available to deliver system improvements.
- Investigation is occurring and future investment/development is required to determine how the performance of assets is measured.

Leadership and Culture are two of the most difficult aspects of an organisation to get right. Fortunately for Technical Services, these two areas were assessed as overall very strong. Good leadership and a positive culture are intrinsic to a successful change within an organisation, no matter how small this change may be. Ultimately, what this highlights is that Technical Services is a Department with a strong foundation for the provision of relevant, healthy and sustainable infrastructure.

Implementing a strategy for ensuring long-term success is not only required, but achievable.

## Future requirements

At a planning day held in late 2015, ISD Management discussed a number of emerging factors in the external environment which will impact on the way the Directorate works and the outcomes it needs to be achieving.

These included:

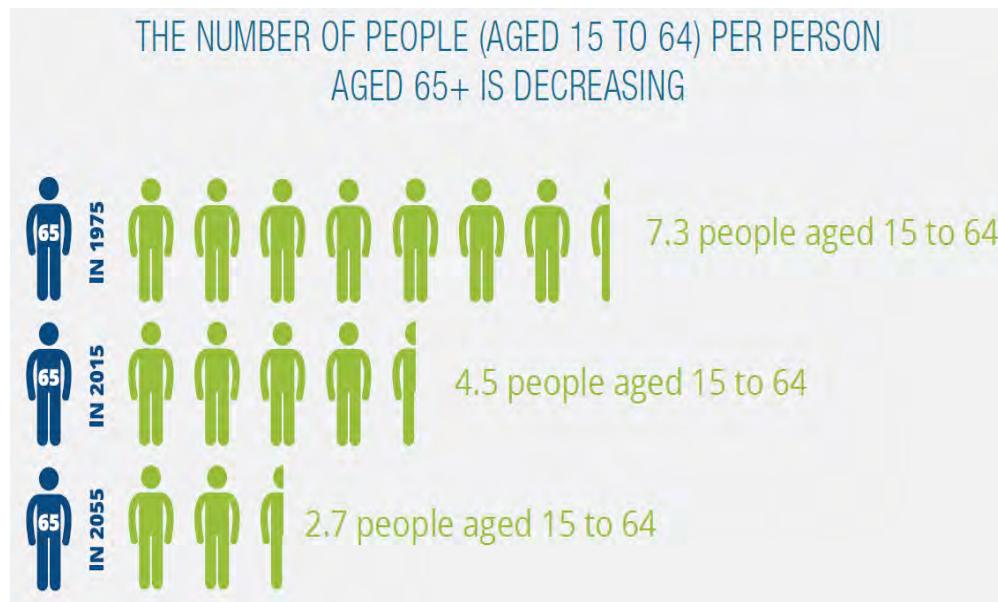
### Changing Nature of Local Government

20 years ago local government was driven by legislation and providing services, however today there is a greater focus on social planning and human services to create more cohesive prosperous communities.

There is now an expectation of a more collaborative and empowering form of community engagement - as we move into sustainability, economic development and social cohesion, more people will want to be engaged. Community engagement is becoming one of council's core businesses and is not confined to individual projects.

### Demographics and Employment Trends

The number of Australians aged 65 and over is projected to more than double by 2055 compared with today.



This not only impacts on the services and assets that will be required in the future (to cater for an ageing population), but on resourcing within ISD in the longer term. In Tasmania, approximately 45% of the current workforce is aged over 45, and over the next 15 years around 110,000 Tasmanians will leave the workforce (based on the average retirement age of 61.5 years).

Within ISD, there are a number of people approaching this average age within the next 10-15 years:

- 44.76% overall within ISD aged over 50 (based on 172 people in total)
- 39.58% within Technical Services aged over 50 (48 people in total)

Other trends include skills shortages, new roles as a result of changing technology and work practices, a ‘new age’ of Human Resources, and new forms of work. All of these will provide both risks and opportunities as the Directorate moves forward.

Reflecting the confidence the Directorate has in its people and their abilities, one outcome from the planning day was the development of a priorities plan. In regards to people, ISD recognised the need to mentor new people into their roles, and allow time for those employees with significant experience in ISD the freedom to mentor new employees. By allowing for this, ISD can ensure workplace knowledge is passed on to those who are the future of the Directorate. In terms of future recruiting new people over the coming years, an ‘attitude first’ approach had been identified as a potential step in ensuring the right people for the job.

#### Climate Change

In the coming century, climate change is expected to have a significant impact on infrastructure services worldwide. This is predicted to be due to factors such as increasing high tides, temperature increase (and more ‘summer’ days), warm spells, and increases in runoff during wet periods. As a specific example, flows in the Tamar River are projected to increase by 5% by mid-century and by 19% at the end of the century.

This will provide both opportunities and challenges, however is expected to place significant pressure on existing infrastructure, and the potential damage will illustrate the need for higher-level project management and planning.

Council has identified the need to determine current capability, determine the critical assets, and contingency plan for assets. However all of this will take a significant shift in the current capabilities of the Directorate’s people power. More people may be required, and the skills of existing people developed. The impact on planning, maintenance and operations, will play a role in the way ISD trains, retains, and recruits people into the future.

#### Technology

Technological advancements are evident everywhere and have saturated our workspaces and processes. There are significant opportunities for council to further adapt its technologies to attract more people into correspondence with council and the spaces it provides. This presents an opportunity to generate even greater community engagement with council, and deliver better outcomes to the community. In the ACELG 2014 Survey, 80% of people wanted a local government that delivers services that contribute to a healthier society.

Examples that Technical Services are currently involved include the use of drones to collect survey data and aerial photography, digital interpretation and wayfinding around or parks and heritage site that interacts with an individual’s smart phone.

People are going to use technology, and if we are not there with them they will go ahead without us. Positioning well in this space both helps the community, and provides better insights into the community and assets required.

## The way forward

Having looked at where the Department is currently, along with opportunities for improvement and emerging external factors, the next step in the process was to identify the way forward. The need for change became evident in order to address and capitalise on these factors.

The process of planning for the future will be dependent on having the right people in the right roles at the right times. Given the need to ensure that the Department is adequately aligned, developing and supporting its people, it is appropriate that a people strategy to do so was developed.

The next step in achieving this involved the department's people in ensuring all of the relevant issues were identified. This process also included involving people in contributing to the development of the strategy moving forward; insights and thoughts from all involved contributing to developing a working solution for resourcing the future. The overall goal being to work together to make a stronger Technical Services Department that is well positioned to continue to work collaboratively in serving the community.

Through a program of focus groups and workshops to identify and explore the issues, key focus areas were identified, and actions developed to ensure the achievement of these. This process was open to all Technical Services employees and management, with the end result being the development of a People Strategy.



# Technical Services People Strategy 2016

Facilitated by SRA Corporate Change

# Contents

|   |           |
|---|-----------|
| <b>City of Launceston – Technical Services Department .....</b> | <b>3</b>  |
| <b>Our People Vision.....</b>                                   | <b>3</b>  |
| <b>Focus Areas.....</b>   | <b>3</b>  |
| <b>1. Attract.....</b>  | <b>4</b>  |
| Success is .....  | 4         |
| Actions.....  | 4         |
| <b>2. Grow .....</b>  | <b>6</b>  |
| Success is .....  | 6         |
| Actions.....  | 6         |
| <b>3. Align.....</b>  | <b>8</b>  |
| Success is .....  | 8         |
| Actions.....  | 8         |
| <b>4. Value .....</b>   | <b>9</b>  |
| Success is .....  | 9         |
| Actions.....  | 9         |
| <b>5. Design.....</b>   | <b>10</b> |
| Success is .....  | 10        |
| Actions.....  | 10        |

## City of Launceston – Technical Services Department

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We are responsible for the provision of a variety of infrastructure services for and on behalf of the Council, and importantly, the greater Launceston community. We demonstrate a competent and capable Department so that stakeholders are confident and assured that we can and will deliver, along with promoting and achieving the best outcome for a livable city. As a Department we have highly capable, willing, and innovative individuals working towards a common goal – in this case to serve the community of Launceston.

## Our People Vision

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The contemporary environment in which we work contributes to us being happy, productive and engaged. We are focused on our customers, accountable and innovative in delivering a diversity of work.

## Focus Areas

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- Attract (Recruitment and Retention)
- Grow (Training and Development)
- Align (Structure and Strategy)
- Value (Culture)
- Design (Workforce Planning)

# 1. Attract

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## Success is

- Contemporary work environment - people, systems & place.
- Diverse workforce in age and skills.
- A workplace of choice.
- Adaptable & flexible - skills, people, roles.

## Actions

| Action  | Responsibility              | Start    | Finish   | Status   |
|---|-----------------------------|----------|----------|--|
| Attract (Recruitment and Retention)   |                             |          |          |  |
| 1.01 Design a system of recognition for individual effort.  |                             |          |          |  |
| 1.02 Promote the benefits of our employment conditions to current and potential employees.                                  |                             |          |          |  |
| 1.03 Review current communication about benefits and identify opportunities to make them more contemporary.                 |                             |          |          |  |
| 1.04 Develop case studies about employees and their journey through the organisation, highlighting the benefits they enjoy. |                             |          |          |  |
| 1.05 Consider existing and new opportunities for greater flexibility in the workplace (hours, variety, location, teams).    | Technical Services Managers | Jun 2016 | Sep 2016 | <p>Identified as a priority item. Sub-actions for progression include:</p> <ul style="list-style-type: none"><li>• Review of current workspaces and access to technology.</li><li>• Review Enterprise Agreement for clauses that promote flexibility and how we can work with these (eg time in lieu, work from home).</li><li>• Agree on communication mechanism for managing flexible arrangements.</li></ul> <p>Also relates to action 1.09</p> |

| Action   | Responsibility              | Start    | Finish   | Status  |
|--|-----------------------------|----------|----------|---|
| 1.06 Research opportunities for use of technologies to facilitate remote, flexible working.  |                             |          |          |   |
| 1.07 Explore options for improved work spaces that will support the cultural goals.  |                             |          |          |   |
| 1.08 Explore new avenues to positively promote the Department externally in the job market - in particular the benefits of employment.                       |                             |          |          |   |
| 1.09 Implement a program of role diversity for existing employees. For example 2 year rotation cycle, work placements, program for training and progression. | Technical Services Managers | Aug 2016 | Nov 2016 | <p>Identified as a priority item. Sub-actions for progression include:</p> <ul style="list-style-type: none"> <li>• Establish level of interest and people's expectations.</li> <li>• Determine feasibility of resource swapping - sharing of resources/mentoring or coaching/is this viable.</li> <li>• Document parameters of role swapping/rotation/placements (ie all of organisation or within directorate, length, resources and training required).</li> </ul> |

## 2. Grow

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### Success is

- Collaborative environment - leveraging everyone's skills and experience.
- An environment in which the value of mentoring and coaching are recognised.
- Employees are encouraged to look to the future - to be creative and innovative.
- We invest in learning and development.

### Actions

| Action   | Responsibility                                       | Start    | Finish   | Status  |
|--|--|----------|----------|---|
| Grow: Training and Development   |  |          |          |   |
| 2.01 Develop individual training and development plans that align with organisational needs and career progression.  | Technical Services Managers                          | Aug 2016 | Sep 2016 | <p>Identified as a priority item. Sub-actions for progression include:</p> <ul style="list-style-type: none"><li>• Develop a Training and Development Plan template.</li><li>• Review funding arrangements for training.</li><li>• Identify coaching opportunities.</li></ul> |
| 2.02 Identify future training requirements based on organisational needs and a thorough understanding of current skills, training, and capabilities (eg skills audit). | Technical Services Managers (liaise with HR)         | Sep 2016 |          | <ul style="list-style-type: none"><li>• Identify future needs/resources (organisationally) and subsequent opportunities for ISD.</li><li>• Identify with individuals their development interests and training needs.</li><li>• Develop training matrix.</li></ul>             |
| 2.03 Develop a graduate/new employee/coaching program to ensure engagement and a continuation of corporate knowledge.  |  |          |          |   |
| 2.04 Develop a culture of sharing training and development opportunities.  |  |          |          |   |
| 2.05 Develop structured brainstorming sessions to identify areas for appropriate risk taking to encourage innovation and idea generation.                              | Technical Services Managers / Continuous Improvement | Jun 2016 | Jul 2016 | <p>Identified as a priority item. Sub-actions for progression include:</p> <ul style="list-style-type: none"><li>• Develop strategy of how to do - who represents, across Directorates/Departments, purpose, outcomes, timeframes, facilitators etc.</li></ul>                |

|      |   |         |  |  |  |
|------|---|---------|--|--|--|
|      |   | Officer |  |  | <ul style="list-style-type: none"> <li>• Allow time - set a meeting time to plan around, for participants</li> <li>• Support from higher levels critical – identify champions</li> <li>• Implement schedule of sessions.</li> <li>• Review and improve.</li> </ul> |
| 2.06 | Provide support for those who want to utilise skills outside their current role to do so. |         |  |  |  |

### 3. Align

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#### Success is

- Task-based work rather than by function - a cross functional team that shares knowledge.
- Multi-skilled and flexible individuals, i.e. focus on service delivery and meeting objectives of the broader team.
- What we do is linked to the Strategic Plan and Objectives.
- Planning to ensure core business is supported and risks are managed.

#### Actions

| Action |  | Responsibility              | Start    | Finish   | Status  |
|--------|--|-----------------------------|----------|----------|---|
|        | Align: Structure and Strategy  |                             |          |          |   |
| 3.01   | Explore a contemporary approach to align structure to strategy.  | Technical Services Managers | Jun 2016 | Sep 2016 | <p>Identified as a priority item. Sub-actions for progression include:</p> <ul style="list-style-type: none"><li>• Develop statement to include in PDs encouraging and promoting collaboration and cross-functional work.</li><li>• Review existing structure, looking at gaps and opportunities to manage future challenges identified in <i>Resourcing for the Future</i> (eg climate change, mentoring, succession opportunities, multi-skilling).</li><li>• Consult with the Department and key stakeholders.</li></ul> |
| 3.02   | Create a pop-up projects program for dealing with emerging/ reactive projects.                                     |                             |          |          |   |
| 3.03   | Integrate the pop-up project program into the broader strategic approach of the Directorate, including resourcing. |                             |          |          |   |

## 4. Value

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### Success is

- An informed and engaged workforce - communication and collaboration are key.
- Respect for each other.
- Embracing the future and empowered to innovate.
- Feeling purpose in the work we do.

### Actions

| Action |  | Responsibility  | Start     | Finish | Status  |
|--------|--|-----------------|-----------|--------|---|
|        | <b>Value: Culture / Belong</b>               |                 |           |        |   |
| 4.01   | Implement a departmental communication plan. |                 |           |        |   |
| 4.02   | Identify agreed behaviours.                  | Human Resources | Late 2016 |        | Organisational-wide engagement activities are planned for late 2016 that will conclude with revised values or behaviors. Technical Services will participate in this process. |
| 4.03   | Create collaborative horizontal teams.       |                 |           |        |   |

## 5. Design

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### Success is

- Valuing & recruiting on organisational fit.
- Better aligned workloads with an evolving structure.
- Positioning ourselves for now and into the future.
- Everyone knowing how they are going to deliver on the objectives/goals/vision/workload

### Actions

| Action  | Responsibility              | Start    | Finish   | Status  |
|---|-----------------------------|----------|----------|---|
| <b>Design: Workforce Planning</b>   |                             |          |          |   |
| 5.01 Conduct a gap analysis of current roles Vs future needs.                                       | Technical Services Managers | Jun 2016 | Sep 2016 | To be undertaken in conjunction with 3.01 – aligning structure to strategy. |
| 5.02 Develop succession plans.  |                             |          |          |   |
| 5.03 Continue to involve staff in planning of projects and future planning within the organisation. |                             |          |          |   |
| 5.04 Ensure P.Ds remain relevant to organisational objectives and include measures of performance.  |                             |          |          |   |
| 5.05 Allow for consultants to work as partners with employees.                                      |                             |          |          |   |

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Attachment 3

## Attachment 4

### Implementation Strategy ISD Tech Services

|                              |  |               |  |
|------------------------------|--|---------------|--|
|                              | Record information in SF6133<br>Seriously Entertained Change   | 31 May 2016   | All - (r-IndRel)   |
| Seriously Entertained Change | Directors to discuss the Issues Paper, Resourcing the Future and proposed alignment<br><i>(includes hierarchical effects of Management changes recommended).</i>   | 31 May 2016   | [REDACTED]   |
|                              | <b>Directors determine a "seriously entertained change"</b>  | 31 May 2016   | Directors  |
|                              | Letter to employees notifying of meeting and advise able to bring a support person   | 1 June 2016   | *need a template for this  |
|                              | Meetings with affected Managers  | 1 June 2016   |  |
|                              | Impacted employees that will experience a change in reporting line and/or their current roles and duties may require review will be briefed on possible changes.<br><br>Discussion to be in format of one-on-one, present new structure for consideration, explain process of ' <b>SEC</b> ' and when employee can expect next update. | 2 June 2016   |  |
| Seriously Entertained Change | Impacted employee teams that will experience a change in reporting line only.  | 2/3 June 2016 | [REDACTED] along with current team Supervisor.                     |
|                              | JCC & ASU briefed on rationale and provided with Issues paper and proposed refined structure.  | 3 June 2016   | [REDACTED], HR rep copied in<br><br>Email - invite them to consult |
|                              | Possible external Media if approached.   |               |  |
|                              | Hot Potato/Media (if rqd)<br>'Structural change being seriously entertained in ISD.'   | 7 June 2016   | Communications   |
|                              | New Position Descriptions to HR for role classification  | 8 June 2016   | [REDACTED]   |

|                              |  |   |   |
|------------------------------|--|---|---|
| Seriously Entertained Change | Meet with employee representative(s) to hear submission for consideration  | 16 June 2016  | /HR if support person may need HR present |
|                              | ISD employees to deliver submissions for consideration. Submissions to be either sent directly to [REDACTED] or funnelled through an Employee Representative.  | Consultation for seriously entertained change close COB <b>17 June 2016</b> | [REDACTED]                                |
|                              | [REDACTED] to develop Directors meeting paper for decision including; <ul style="list-style-type: none"> <li>• new structure</li> <li>• new positions overview</li> <li>• timeframe for implementation</li> <li>• Considerations received/responses</li> </ul> | 17-23 June 2016   | [REDACTED]                                |
|                              | Record Information in SF0439 - Organisation Restructure  |   | All - (r-IndRel)                          |
|                              | Develop recruitment material, new contracts and offers.  | June 2016   | [REDACTED]                                |
| Implementation               | Directors meeting considers submissions, Director considerations/ comments, proposed structure <b>determine a decision</b>   | 28 June 2016  | Directors                                 |

-----Original Message-----

**From:** Michelle Ogulin [mailto:[Michelle.Ogulin@launceston.tas.gov.au](mailto:Michelle.Ogulin@launceston.tas.gov.au)];

**Sent:** 24/06/2016 9:05:24 AM

**To:** [mailto: [redacted]@launceston.tas.gov.au]; [redacted]

[mailto: [redacted]@launceston.tas.gov.au];

**Subject:** Feedback on Technical Services restructure

[redacted]

I have been involved in several restructures during my career. I have always been supportive of change that leads to better ways of working and better results. In particular, I believe that change is essential to ensuring the public service remains efficient and relevant.

Accordingly, I support changes within Technical Services that will improve how we do our work. However, I cannot help but be influenced in my views on the currently proposed changes by the way in which my role has been treated and by the lack of acknowledgement of the impact that these changes could have on my career.

While I am assured the proposed changes to my role are nothing to do with my performance, I face an issue of perception: in the absence of full information, people may reasonably conclude that the downgrade in title and responsibilities is a result of poor performance. If and when I apply for another role in the future, and if my current managers are no longer at council, how am I to prove that my demotion was not performance related? On paper, the diminution in title and responsibilities is a negative. It follows that this has the potential to adversely affect my career.

My concern is exacerbated in the immediate future by the fact that some of the staff that currently hold positions that are also proposed to be made redundant or downgraded are well known for their underperformance. I feel ashamed and embarrassed to be put in the same league.

There are also inconsistencies in the logic being applied to the restructure. It has been put to me that the directorate is seeking to remove 'senior' from titles and streamline staff management responsibilities. Yet two new 'senior' roles are being proposed as part of this restructure; and a formal two-tiered staff management structure is proposed for the GIS and IPD teams, but not Natural Environment. This is despite the logic of including Waste within the Natural Environment team being quite tenuous. While I support better collaboration across Technical Services, Waste is no more aligned to Parks than it is to Roads and

Hydraulics, Projects or GIS. If Waste is to be included in the Natural Environment team, and if two-tiered management structures are accepted within Technical Services, then it stands to reason that the Waste team should be acknowledged for its exceptionality and managed accordingly.

This leads me to believe that the proposed changes are not simply the result of a rational analysis of the best structure for Technical Services. On three separate occasions it has been suggested to me by the Director, [REDACTED], that working part time as a manager might be problematic. Before I went on maternity leave in 2014, I met with [REDACTED] to discuss my return to work. I indicated I would like to return part time and that there was precedent within council for part time managers, specifically mentioning [REDACTED] from HR. [REDACTED] proceeded to tell me how inconvenient it was having [REDACTED] work part time and that he can never get meetings with her. On 22 March 2016, before my return to work, I met with [REDACTED], [REDACTED] and [REDACTED] to discuss load splitting. Again, [REDACTED] expressed reservations about a part time manager as he had never had this within ISD before. Finally, upon my return to work, and after agreeing with HR and my manager otherwise, I was told that [REDACTED] would no longer report to me as [REDACTED] did not believe I could manage the workload. This was not discussed with me and I had no say in the matter. I was told it was how [REDACTED] wanted it.

I don't believe I was ever given a fair chance at being a part time manager. And, given this proposed restructure came about only five weeks after my return to work, I have not had the opportunity to disprove the apparent bias against part time managers within Technical Services.

While I have no evidence to attribute this to any gender bias, what I have experienced is consistent with the experience of women in the wider world returning to work from maternity leave. Many women return to work to find that their role has been changed or eliminated in their absence. Technical Services and ISD is a male dominated environment. My recent experience has not given me much hope that the difficulties and subtle discrimination that women can face in such a workplace are being acknowledged or addressed by the organisation.

I came to this organisation with the impression that I was to build and lead a waste team, which I have done. I completed a Master of Public Policy because I want to build a career as a leader in the public service. The proposed change in title, status and responsibility undermines my work and my commitment to the public service. If there is no scope to retain my position status and responsibility, then I request a written letter from the director explaining that the changes to my role are in no way related to my performance.

Finally, I would like to express my dissatisfaction with the process by which staff were informed of the restructure. I have never witnessed anything as bad as informing staff that their role is proposed to be changed but that they will have to wait 24 hours before learning the specifics. To use an analogy, it is akin to having your doctor tell you they have your test results but they can't tell you for 24 hours. It was put to me that this process was required under the workplace agreement. However, I have been informed by the ASU that this is not the case. I would like the organisation to review whether this is actually the required process, or whether it is an internal decision.

Regards,

Michelle

**Michelle Ogulin** | Senior Waste Management Officer | Launceston City Council & Northern Tasmanian Waste Management Group

T 03 6323 3309 | F 03 6323 3001 | [www.launceston.tas.gov.au](http://www.launceston.tas.gov.au) | [www.rethinkwaste.com.au](http://www.rethinkwaste.com.au)

**Hours of work:** 8am - 4.06pm Monday, Tuesday & Friday

*Launceston City Council and the Northern Tasmanian Waste Management Group encourage you to rethink waste. Visit [www.rethinkwaste.com.au](http://www.rethinkwaste.com.au) for easy tips on managing waste at home, school, work and while out and about.*



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# City of Launceston

## DIRECTORS MEETINGS

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|  |                        |
|--|------------------------|
| <b>Title of Paper:</b> ISD Technical Services Department - Realignment           |                        |
| <b>Meeting Date:</b> 5 July 2016   | <b>File No:</b> SF6133 |
| <b>Prepared By:</b> [REDACTED], Acting Manager Technical Services                |                        |
| <b>Endorsed By Director:</b> [REDACTED], Acting Director Infrastructure Services |                        |
| <b>To be Communicated to:</b> Technical Services; JCC                            |                        |

***Purpose of Paper:***

To consider a structural review of the Technical Services Department.

***Recommendation(s):***

That the Directors receive the report and endorse the 'definite decision' as proposed within this document and supported by -

- Attachment 1 - Summary of Submissions by Theme
- Attachment 2 - ISD Technical Services Realignment
- Attachment 3 - Timeframe
- Attachment 4 - Area Deliverables

***Report:***

On 31 May 2016 Directors received the following reports

- Resourcing for the Future
- Technical Services People Strategy
- ISD Technical Services Realignment
- Timeframe

and endorsed the 'Seriously Entertained Change' as proposed within those documents.

Consultation in relation to the seriously entertained change has taken place over a 3 week period - 24 submissions, verbal and in writing, were received.

A number of changes have been made to the original proposal as a result of the submissions received. These changes are:

# City of Launceston

## DIRECTORS MEETINGS

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- Title changes for the proposed Natural Environment Officers - one to Natural Environment Officer - Strategy and the other to Natural Environment Officer - Operations.
- Daily guidance for Recycling and Data Officers to be provided by Natural Environment Officer - Strategy.
- The current vacant 0.6 FTE Engineering Officer Design role to be made redundant and a new role to be created in Built Environment at 0.6 FTE.
- New role to be titled Built Environment Officer with a focus on supporting road closures, development of parking control reports, initial liaison with customers in the traffic management space, administrative support for the Pedestrian and Bike Committee.
- Area title Spatial and Investigations rather than Geography and Investigation Services.
- Area title Asset Management and Delivery rather than Infrastructure Planning and Delivery.
- Role title Project Delivery Co-ordinator rather than Senior Project Delivery Co-ordinator.
- Role title Senior Property Advisor rather than Senior Property Officer.
- Role title Senior Engineering Officer Design rather than Engineering Officer Design - title incorrectly reflected in original proposal.
- Role title GIS Co-ordinator rather than Spatial Co-ordinator.
- Transfer of the events management work (0.4 FTE) to the Development Services Directorate - into the Community Events and Tourism Department.
- Create a new role of Infrastructure Development Liaison which reports to the Manager Technical Services - this would be a direct appointment opportunity for the current Engineering Officer Development.

The role would be responsible for

- Coordination of ISD's response to development applications
- Liaison with developers and the planning department
- Process improvement around internal referrals for ISD & customer interactions
- Processing of driveway crossover applications, stormwater applications & on street dining referrals
- Inspections for application functions may be supported by Investigations & Delivery teams.

The Infrastructure Services Directorate is in the business of providing relevant, healthy and sustainable infrastructure that supports a liveable city.

*Resourcing for the Future* focussed on the role of Technical Services in realising this and delivering best value to the community. How the department operates, plans, and

# City of Launceston

## **DIRECTORS MEETINGS**

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is positioned in order to identify and meet future challenges is critical to its success, and the role of its people in achieving this is key.

A collaborative process was utilised that provided an opportunity for the entire Technical Services team to engage in developing a working solution for resourcing for the future.

This process not only resulted in the identification and prioritisation of future challenges and issues, but also supported the development of a People Strategy in order to critically and proactively address the challenges and issues that were identified.

Input and feedback from employees during this process was invaluable. The subsequent People Strategy not only contains priority (focus) areas, but also high-level actions for each of these.

The 5 key focus areas include:

- Attract (Remuneration and Retention)
- Grow (Training and Development)
- Align (Structure and Strategy)
- Value (Culture)
- Design (Workforce Planning)

Prioritisation and planning around these actions has commenced, including in the areas of training and development, flexibility of work / work spaces, and opportunities to encourage and foster innovation.

One of the actions also identified as a priority specifically relates to the *Align* focus area, ie:

- 'Explore a contemporary approach to align structure to strategy.'

### Alignment of Structure to Strategy

In planning for the progression of this action a number of items have been taken into consideration, including the four key measures of success identified in the People Strategy and the key messages heard during the focus group and workshop process.

The Align success factors are:

1. Task-based work rather than by function - a cross functional team that shares knowledge
2. Individuals who are multi-skilled and flexible i.e focus on service delivery and meeting the objectives of the broader team
3. What we do is linked to the Strategic Plan and Objectives
4. Planning to ensure core business is supported and risks are managed

# City of Launceston

## **DIRECTORS MEETINGS**

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The key messages from the focus groups and workshops:

- a need for mentoring and coaching
- a desire for role diversity
- a desire for flexible work and flexible ways of doing work
- training and development plans to facilitate job satisfaction and career progression
- the need for succession planning
- need to invest in and retain skills and knowledge
- working in partnership with consultants to enhance learning/leverage mentoring
- an agreed communication plan
- alignment of work to the organisational goals/plans

The model for the future of Technical Services has been designed with consideration of all these factors. There are some fundamental shifts in the alignment of work in the Technical Services Department. Not only does this address some of the issues raised in focus groups and workshops but it also provides a different way of working together - a way in which communication and collaboration is enhanced, work is linked to strategy, and systems are used to support accountability and innovation in delivering our work.

There are challenges in this - some existing roles are no longer required, some role requirements need to change, reporting lines for the majority of the department will need to shift, and we need some new roles that we haven't had previously. This may be confronting, but the opportunities presented by completely rethinking the way in which we work and realigning roles and work areas to support new ways of thinking are also exciting. The intent is to address the challenges identified in *Resourcing for the Future* - to build a contemporary work environment that ensures we are positioned to achieve the best outcomes for building a liveable city.

In the proposed plan for achieving this, a number of roles will be affected - some redundant due to no longer being required, and some redundant due to a change in duties. The plan includes a number of direct appointments into new roles (these are noted on the proposed new structure in Attachment 2) and the identification of redeployment opportunities for those without a direct appointment.

In terms of the proposed structure itself, there has been a significant review of how we align the work we do – a shift to activity-based work in multi-disciplinary teams. This has led to a focus on our Natural Environment and Built Environment, supported by teams including Spatial and Investigations and Asset Management and Delivery.

# City of Launceston

## **DIRECTORS MEETINGS**

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### ***Consultation:***

A collaborative process was utilised in realigning the structure. There was an opportunity for the entire Technical Services team to engage in developing a working solution for Resourcing for the Future. The realignment has been designed in consultation with Managers within the Technical Services Department and the Human Resources representative.

Directly affected staff, Technical Services Department and Human Resources.

### ***Implementation:***

Timeframe attached (Attachment 3).

[REDACTED]  
**Acting Director Infrastructure Services**

| Theme               | Comment   | Management Response  |
|---------------------|---|--|
| Natural Environment | <p>Natural environment team better aligns with the strategic goals and incorporating waste management is a great fit.</p> <p>Hoping that this will also improve collaboration between built and natural environment.</p> <p>Good for Waste team to have access to broader team and resources.</p> <p>Should provide staff, particularly in Built and Natural Environment areas, with more opportunities for growth.</p> <p>Concern re. reporting structure for Recycling Officers in new structure - having the SWMO who understands their roles is necessary, as it is a smaller team access to SWMO is easy but in a larger team access to the Manager might be unwieldy.</p> <p>Current waste team don't want to be lost or forgotten in a larger team.</p> <p>Waste Management Officer position changing to Natural Environment Officer when in the new structure that position still exists. I believe this could reduce the redundant list by just leaving the current position.</p> <p>Need a clear process for how the Natural Environment team are meant to work together i.e who signs off on strategy, engagement, who does urban design, who signs off on committee meeting agendas/minutes.</p> <p>The logic of including Waste within the Natural Environment team is quite tenuous. While I support better collaboration across Technical Services, Waste is no more aligned to Parks than it is to Roads and Hydraulics, Projects or GIS. If Waste is to be included in the Natural Environment team, and if two-tiered management structures are accepted within Technical Services, then it stands to reason that the Waste team should be acknowledged for its exceptionality and managed accordingly.</p> | <p>The Natural Environment area does align well with the strategic goals of the organisation.</p> <p>The proposed structure provides a different way of working together - a way in which communication and collaboration is enhanced, work is linked to strategy, and systems are used to support accountability and innovation in delivering our work.</p> <p>There will be a need for a clear process for how the Natural Environment team are to work together - a collaborative process which supports clarity in task responsibility, opportunities for engagement in strategy, sign off and feedback loops.</p> <p>The inclusion of the current Waste team in the Natural Environment area provides a larger resource base from which to support this critical function for the organisation.</p> <p>There is concern related to the management structure within Natural Environment - in Natural Environment and Built Environment a two tiered management structure is not proposed. The Natural and Built Environment areas are comprised of predominantly specialist roles - the two tiered structure is proposed for those areas that have more discreet groupings of tasks ... Investigations, Spatial and Delivery/Projects.</p> <p>The concerns regarding the reporting lines for the Recycling and Data Officers are noted - people management will be the responsibility of the Natural Environment Manager and daily guidance for these two roles will be provided by the Natural Environment Officer - Strategy.</p> <p><b>Amendments to Proposal:</b></p> <ul style="list-style-type: none"> <li>• Title changes for the proposed Natural Environment Officers - one to Natural Environment Officer - Strategy and the other to Natural Environment Officer - Operations.</li> <li>• Daily guidance for Recycling and Data Officers to be provided by Natural Environment Officer - Strategy.</li> </ul> |
| Built Environment   | <p>Senior Engineer positions for both Roads and Hydraulic or a senior engineer dedicated to the built environment to mentor and guide engineers. As there is no guarantee that the Built Environment Manager will be an engineer this will ensure best practice and guidance for the engineers in the built environment.</p> <p>Hydraulic Advisor, if this position is for only an external contractor I do not believe it is required with the new structure.</p> <p>Concerns: No information and understanding how this department will operate when delivering capital programs or assets advice? What are the major roles and functions for this department.</p>  | <p>The Senior Engineering Advisor role is to mentor and guide engineers across the Technical Services Department.</p> <p>The Hydraulic Advisor is a 3 year contract role with responsibility for specific projects, This is not a contractor consultant but is a contract employee.</p> <p><b>Functions of Built Environment:</b></p> <ul style="list-style-type: none"> <li>- Participate in maintenance of a register of assets;</li> <li>- Participate in monitoring and forecast asset condition, use and capacity</li> <li>- Develop strategy, policy, by-laws and standards;</li> <li>- Maintain the Asset Management Plan (AMP) - in collaboration with AMD</li> <li>- Develop maintenance schedules;</li> <li>- Develop and scope renewal works;</li> </ul>  |

|                                      |   |  |
|--------------------------------------|---|--|
|                                      |   | <ul style="list-style-type: none"> <li>- Identify and scope asset upgrades and new assets;</li> <li>- Oversee the delivery of works and assets - in collaboration with AMD.</li> </ul> <p>Amendments to Proposal:</p> <ul style="list-style-type: none"> <li>• The current vacant 0.6 FTE Engineering Officer Design role to be made redundant and a new role to be created in Built Environment at 0.6 FTE.</li> <li>• New role to be titled Built Environment Officer with a focus on supporting road closures, development of parking control reports, initial liaison with customers in the traffic management space, administrative support for the Pedestrian and Bike Committee.</li> </ul>   |
| Geography & Investigation Services   | <ul style="list-style-type: none"> <li>• Senior Property Officer: Why keep senior when the new structure is looking to remove this title? Property Officer is unique position title.</li> <li>• Senior Engineering Surveyor: Again senior, This could be made a Co-ordinator.</li> </ul> <p>Concerns regarding skills requirements for investigations area. No detail or explanation on what this section can and can't do? Is this area mainly for minor investigation works? Will this area be responsible for engaging external contractors?</p> <p>From a succession planning point of view it would be ideal to have the vacant engineering officer position from built environment to be a full time investigation officer role and sit within the investigation team. This would allow recruitment of a suitable person, coach and help grow another valuable team member.</p> <p>This investigations team will support all other departments so it may seem you would be losing a position from Built Environment but really I see it as an investment as we would be building a broader variety of skills within ISD to help within these departments.</p> <p>Concern about where mapping work for Parks will be resourced from if the Data Officer role is redundant.</p> <p>Don't believe role of Data Officer truly redundant as there will always be a need for GIS/survey support for the Natural Environment group proposed in the new structure.</p> <p>Casual role of Parks Compliance Auditor made obsolete - sound knowledge of Parks &amp; reserves required for this role, provides a service to event organisers. Provides mapping/data tailored to specific event or area. Requires expertise in location of services, provision of maps and capacity to suggest how event organiser might manage unforeseen circumstances during the event.</p> | <p>Issues related to titles have been commented on in the Titles Theme area.</p> <p>The Investigations team would be responsible for:</p> <ul style="list-style-type: none"> <li>- Condition inspections across all asset classes</li> <li>- investigation of customer complaints</li> <li>- Safety auditing</li> <li>- Support the delivery of privately commissioned works and assets.</li> <li>- Support inspections for driveway applications, stormwater connections and on street dining</li> </ul> <p>Succession planning is key to the ongoing success of the Technical Services Department - identifying opportunities for growth and development may need to happen beyond the immediate area.</p> <p>Mapping work for the Natural Environment area will be resourced from within the Spatial team.</p> <p>The work performed by the casual role of the Parks Compliance Auditor will be delivered within the Investigations area.</p> |
| Infrastructure Planning and Delivery | <p>Could direction be given to the renaming of departments in the drawing title block and who should sign off on drawings?</p> <p>Concern re. lack of technical support from senior staff in Infrastructure Planning and</p>  | <p>The Asset Management and Delivery area will be responsible for</p> <ul style="list-style-type: none"> <li>- long term planning (4 years plus)</li> <li>- data management, system development and ownership in the asset management space</li> </ul>   |

|                  |  |  |
|------------------|--|--|
|                  | <p>Delivery.</p> <p>If remove █ from contract admin role will create a big hole in the team - unclear of where support within the team re. contract admin will come from.</p> <p>Unclear on who will be viewed as the client of the project delivery team i.e is funding controlled by Built Environment or is funding controlled within the IPD team? Asset owner should control the funding.</p> <p>Continuous Improvement Officer: Should better suited in the Management area as this position looks over the over ISD processes.</p> <p>Suggest a new position created: Project Administrator - Redundant Architect direct appointment to delivery parks and recreational projects</p> <p>Concerned how will this department work in the asset &amp; delivery space. Its major accountabilities, roles and functions?</p> <p>Sr Engineer Projects role to be replaced with Sr Project Delivery Coordinator. Role of Projects Manager to be made redundant.</p> <p>PD's have not been made available to assist with this feedback process.</p> <p>Specifically:</p> <ul style="list-style-type: none"> <li>• People management responsibilities</li> <li>• Responsibility for Design and Contract Administration activities of ISD</li> <li>• Interactions with other COL departments</li> </ul> <p>Additionally</p> <ul style="list-style-type: none"> <li>• Information on forward work programs supporting suitability of reduced team resources</li> <li>• Depth of team resources, team capability lacking to train and monitor new staff, ability to cover for periods of staff leave</li> </ul> | <p>- delivery of capital projects for asset owners across the organisation.</p> <p>The Natural and Built Environment Areas will be responsible for</p> <ul style="list-style-type: none"> <li>- assets relevant to the area</li> <li>- budget for the relevant asset area</li> <li>- short term program/project planning (1 - 3 years)</li> <li>- liaison with Asset Management and Delivery around project delivery and asset planning.</li> </ul> <p>The Senior Engineering Advisor will be responsible for the technical quality of ISDs design and documentation outputs.</p> <p>There is concern regarding a lack of technical support from senior staff in the proposed Asset Management and Delivery area</p> <ul style="list-style-type: none"> <li>- there will be 9 to 10 engineers across the Technical Services Department with a range and depth of experience ... collaboration at all levels and across areas is critical to the success of the proposed structure.</li> <li>- upskilling of team members in contract administration will occur via a mentoring relationship with the Built Environment Manager.</li> </ul> <p>Recovery mechanisms for the Delivery/Projects area are being reviewed in order to provide greater flexibility for work load management and development - a flat % rate per project rather than time sheet cost recovery.</p> <p>A review of the relationship with Procurement will occur as they continue to take a greater role in tendering and contract management.</p> <p>The impact on workload following the establishment of the Major Projects Unit is unclear - with major organisational capital projects being managed by this new unit we believe we have enough capacity within the current proposed structure to deliver forward programs.</p> <p>Amendments to Proposal:</p> <ul style="list-style-type: none"> <li>• The current vacant 0.6 FTE Engineering Officer Design role to be made redundant and a new role to be created in Built Environment.</li> </ul> |
| Management       | <p>Senior Engineering Advisor: Remove senior, I believe this position will be overly stretched if required to mentor across all departments.</p> <p>Reporting line for Snr Engineering Advisor should be to Manager Technical Services.</p>  | <p>Issues related to titles have been commented on in the Titles Theme area.</p> <p>The Senior Engineering Advisor has no people management responsibilities and will be supported in mentoring by other high level experts across the Department.</p> <p>It is proposed to review the reporting structure for the Senior Engineering Advisor 3 months after the role is filled.</p>   |
| Process concerns | <p>Concern is with the HR process - current process undermined all the positive collaborative work that had gone into developing the structure and caused undue stress on everybody involved. I understand in restructuring that is not always possible to retain positions and there are legal requirements but there must be a better way of handling this that recognises the likely impact on people and behaviour. This process does not fit well</p>   | <p>We appreciate the concerns in relation to the process - we made it clear when introducing the proposed structure that the current organisational process for seriously entertained change has its limitations but that a process that protects the rights of impacted individuals is important. We would support a review of the seriously entertained change process - that included consideration of more collaborative</p>   |

|                             |   |   |
|-----------------------------|---|---|
|                             | <p>with creating a good culture as trust is a big part of that especially when people have been through consecutive reviews and restructures within a few years.</p> <p>Decision to offer direct appointments seems to offer an advantage to particular individuals rather than providing an equal opportunity to everyone across the Directorate.</p> <p>Dissatisfaction with the process by which staff were informed of the restructure. I have never witnessed anything as bad as informing staff that their role is proposed to be changed but that they will have to wait 24 hours before learning the specifics. To use an analogy, it is akin to having your doctor tell you they have your test results but they can't tell you for 24 hours. It was put to me that this process was required under the workplace agreement. However, I have been informed by the ASU that this is not the case. I would like the organisation to review whether this is actually the required process, or whether it is an internal decision.</p>   | <p>mechanisms.</p> <p>Direct appointments have been offered where there is considered a direct skills and capability match with the aim of minimising redundancies and redeployments.</p> <p>The seriously entertained process was undertaken in accordance with the organisational process and under guidance from the Human Resources Department - this is organisational policy, not a requirement of the Enterprise Agreement.</p>  |
| Titles                      | <p>Suggest Infrastructure Planning and Delivery should be called Asset Management and Delivery Services instead. Having planning in the title creates some confusion while adding Services reinforces the stated role of the department in supporting the Natural Environment and Built Environment departments and makes it comparable to the Geographic &amp; Investigations Services</p> <p>Suggested title change from Property Coordinator to Senior Property Officer not acceptable - title needs to be meaningful to both internal and external customers. Role includes cross divisional function, is of a specialist nature so Coordinator is the appropriate title.</p> <p>Area title Geospatial Services instead of Geography and Investigative Services.</p> <p>Engineering Officer Design - job title is Senior Engineering Officer Design</p> <p>Senior Assets Management Advisor - no need for Senior.</p> <p>Senior Project Delivery Co-ordinator - no need for Senior</p> <p>Spatial and Investigation Services - instead of Geography and Investigation Services</p> <p>Keep the title GIS Co-Ordinator - Even though the current GIS Co-Ordinator position is to be made redundant it would be very useful and unambiguous to keep the name as GIS Co-Ordinator, this is an industry standard name for this type of position with or without direct reports.</p> | <p>Amendments to Proposal:</p> <ul style="list-style-type: none"> <li>• Area title Spatial and Investigations rather than Geography and Investigation Services.</li> <li>• Area title Asset Management and Delivery rather than Infrastructure Planning and Delivery.</li> <li>• Role title Project Delivery Co-ordinator rather than Senior Project Delivery Co-ordinator.</li> <li>• Role title Senior Property Advisor rather than Senior Property Officer.</li> <li>• Role title Senior Engineering Officer Design rather than Engineering Officer Design - title incorrectly reflected in original proposal.</li> <li>• Role title GIS Co-ordinator rather than Spatial Co-ordinator.</li> </ul> |
| Events and Bookings Officer | <p>Risk management identified by a number of consultants (KPMG and SRA) as an area that needs to be appropriately resourced - Events and Bookings Officer role involves a lot of risk management work and the KPMG review identified that Parks is one of the areas managing risk well. In particular, the Events and Bookings Officer role manages risks associated with events and bookings occurring in council reserves, parks and facilities and to diminish the role would mean a greater risk exposure for Council.</p> <p>The Events and Bookings Officer role aligns with numerous objectives in the Greater Launceston Plan and the Strategic Plan, and the role delivers planning to ensure core</p>   | <p>A review of the event management and bookings function highlights that these functions align closely with current work output in other areas of the organisation.</p> <p>With a focus on the customer experience, the bookings function will transfer to the Customer Service Centre - 0.42 FTE will transfer to the Customer Service Department to facilitate a new Customer Service Officer role to support the workload transfer.</p> <p>As a result of engagement during the consultation phase the events management</p>  |

|                                      |  |  |
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|                                      | <p>business is supported and risks are managed.</p>  | <p>work (0.4 FTE) will transfer to the Development Services Directorate - into the Community Events and Tourism Department. This will provide an end to end customer experience for events managers/facilitators.</p> <p>It will be critical to the success of the transfer of functions that clear handover of process and risk management guidelines occur.</p> <p><b>Amendments to Proposal:</b></p> <ul style="list-style-type: none"> <li>Transfer of the events management work (0.4 FTE) to the Development Services Directorate - into the Community Events and Tourism Department.</li> </ul>   |
| Support                              | <p>Positive to see people strategy being implemented</p> <p>New structure more practical.</p> <p>Structure as proposed provides opportunity to streamline work practices to gain efficiencies, enhance outcomes for employee development and provide better support for areas implementing work.</p>   |  |
| Volunteer and Interpretation Officer | <p>No consultation with volunteers about redundancy of Co-ordinator role.</p> <p>Position of an on site co-ordinator crucial to success of volunteer program.</p> <p>At a time when park managers across Australia are trying to maximise volunteering opportunities to improve work output and visitor experience, removing role of on site volunteer coordinator is a retrograde step.</p> <p>The program is well on the way to achieving National Best Practice in Management of high visitation parks and my role enables us to meet Best Practice in Volunteer Management.</p> <p>Without the role of Volunteer Officer it is unlikely that this level of success would have been reached, and the increase volunteer numbers, hours and satisfaction over the years bears this out.</p> <p>It is imperative to retain the Volunteer Coordinator position in order to maintain the best practice in volunteer management that City of Launceston has attained through this program. If the position no longer sits comfortably within ISD it needs to be considered where it could sit effectively for all to continue the great work that has been done.</p> <p>If Interpretation and Volunteers officer role is redundant due to reduced budget there are still number of tasks that need to be maintained e.g sign maintenance, locations of signage. Concern about impact on current dedicated volunteers of reducing our support or shifting the model by which we provide support.</p> <p>If role made redundant loss of skill set in organisation - only employee currently to have formal training in volunteer management.</p> <p>Whilst digital interpretation forms part of the way of the future, it is not yet fully here and without direct people to interact with this move to solely digital interpretation will ostracise</p> | <p>It is appreciated that is disappointing that the Interpretation and Volunteers Officer role has been recommended as a redundancy.</p> <p>In light of a reduced budget for interpretation works in future years - a focus on digital interpretation and wayfinding across the city as part of the LCH Project has resulted in restrained future funding for this function.</p> <p>Volunteer management will be realigned with the Operations Department - volunteer coordination will be managed without the requirement for increased FTE in the Operations Department.</p> <p>The Parks Services Co-ordinator will be based at the Basin Cottage and supported by a gardener who is stationed in the First Basin. This is possible due to a recent reduction in workload for the Parks Services Co-ordinator due to the closure of stationed sites at Heritage Forest, Hoblers Bridge and the St Leonards Sports Centre.</p> <p>Acting Director Infrastructure Services and Manager Operations met with representatives of the volunteers and Acting Parks &amp; Recreation Manager attended a volunteers meeting as part of the consultation.</p> |

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|                                 | <p>some sectors of our community who may be unable or unwilling to access the digital information, such as the elderly and migrants.</p> <p>The Parks Interpretation strategy outlined both onsite and digital components of interpretation, sharing the social history and stories of our inner city Parks. It is a shame that yet another strategy has been completed and will not be utilized.</p> <p>Whilst yes, the Operations Department onsite work crews could take on the care of the "Friends of ..." groups with assistance from an administration staff member, in order to ensure that the insurance requirements are upheld and that recognition occurs annually, the same cannot be said for the Cataract Gorge Reserve Volunteers. Not for one minute do I devalue the work that the Cataract Gorge on site staff do with our group, but I cannot see how they can maintain the level of service required at the Gorge, Tasmania's no 3 most visited place, and uphold the level of duty of care and management to its current standard.</p> <p>It is vital to have a dedicated Volunteer Officer position in order to maintain the high degree of accuracy and relevance in information volunteers provide, coordinate their hours, facilitate disputes, liaise between council staff, volunteers and community and accurately report on visitor numbers and volunteer output.</p> |   |
| Engineering Officer Development | <p>Concern no obvious backup person within new Spatial area of times when Engineering Officer Development is on annual leave or succession plan for the development assessment role.</p> <p>Opportunity to consider consolidation of a final ISD response to DA's in one area.</p> <p>This position would be better positioned in Infrastructure Planning &amp; Delivery as this position delivers new assets to the council and also requires planning requirements for the future outlook of the city greater.</p> <p>Variable volume of development work - need to be clear about backup for role and identify where capacity for this comes from.</p> <p>Information and support for Engineering Officer Development comes from outside Investigations area.</p> <p>Need to keep in loop of current projects and day to day work so can perform role properly.</p> <p>Cross functional team/stakeholder group would support sharing e.g 15 minutes a week for those in the built asset space.</p> <p>Better in Built Environment, proximity is important in terms of conversations.</p>   | <p>There is concern regarding the appropriate area for the Engineering Officer Development to work from.</p> <p>In light of the feedback this role has been reconsidered.</p> <p>Amendments to Proposal:</p> <ul style="list-style-type: none"> <li>• Create a new role of Infrastructure Development Liaison which reports to the Manager Technical Services - this would be a direct appointment opportunity for the current Engineering Officer Development.</li> </ul> <p>The role would be responsible for</p> <ul style="list-style-type: none"> <li>- Coordination of ISD's response to development applications</li> <li>- Liaison with developers and the planning department</li> <li>- Process improvement around internal referrals for ISD &amp; customer interactions</li> <li>- processing of driveway crossover applications, stormwater applications &amp; on street dining referrals</li> <li>- inspections for application functions may be supported by Investigations &amp; Delivery teams.</li> </ul> |
| Concern overall                 | <p>Interested to see how these task based areas go together to form a cohesive department - missing job descriptions might provide that link.</p> <p>Absence of clarity regarding functions, accountabilities, responsibility and relationships between proposed areas.</p>   | <p>There remains 4 roles with high level expertise in the Technical Services Department, Senior Asset Management Advisor, Hydraulic Advisor, Senior Engineering Advisor, Built Environment Manager.</p> <p>A focus on mentoring and collaboration should continue to support the growth of staff in a variety of technical streams and support retention of knowledge within the</p>  |

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|                                 | <p>For those who get direct appointment opportunities need to review workload regularly, together with ongoing training and support.</p> <p>Need to understand how the department, systems and tasks are aligned.</p> <p>Concern that still remains lack of support for non-engineering staff e.g senior engineering advisor about support for engineers.</p> <p>The removal of senior specialist engineering roles appears to lack supporting for growth of staff in a technical stream and is likely to continue the loss of specialist knowledge in core areas that has been seen in the past, ie the effect of hydraulic staff assigned to Ben Lomond Water.</p> <p>Need to utilise skills and knowledge of existing staff and embrace new technology - this is a theme in the SRA work but feel proposed structure doesn't do this.</p> <p>Role clarity is important - diversity of work and challenging work, continued exposure to technical engineering work is important</p> <p>Coverage of roles whilst people are on leave for all areas critical - create shared skills sets for leave coverage across the Dept.</p> <p>Inconsistencies in the logic being applied to the restructure. It has been put that the directorate is seeking to remove 'senior' from titles and streamline staff management responsibilities. Yet two new 'senior' roles are being proposed as part of this restructure; and a formal two-tiered staff management structure is proposed for the GIS and IPD teams, but not Natural Environment.</p> <p>Technical Services and ISD is a male dominated environment. Recent experience has not given hope that the difficulties and subtle discrimination that women can face in such a workplace are being acknowledged or addressed by the organisation.</p> <p>This directorate focuses on infrastructure services but Volunteer Coordinator and the role of bookings officer deals heavily with the public, providing an important link between that infrastructure and the people, fostering community partnerships which are an integral part of Council operations.</p> | <p>Department.</p> <p>A matrix of Area Deliverables has been drafted to support clarity and conversation during consultation on implementation - the matrix is attached for everyone's information.</p> <p>We acknowledge the need to develop shared skill sets across the Technical Services Department to support leave coverage but also to support diversity in work and ongoing development across the department.</p>  |
| Senior Waste Management Officer | On paper, the diminution in title and responsibilities is a negative.  | <p>In the context of the Natural Environment team the new role of Natural Environment Officer - Strategy is not senior to other positions within the team.</p> <p>Creation of another team within Natural Environment is not consistent with the Resourcing the Future Strategy which is to create greater adaptability and stronger strategic alignment of Technical Services. The Natural and Built Environment areas are comprised of predominantly specialist roles - the two tiered structure is proposed for those areas that have more discreet groupings of tasks ... Investigations, Spatial and Delivery/Projects.</p> |
| Alternative Structure           | The Technical Services structure consists of ISD Management with three streams feeding into this and vice versa. Subsequently each stream consists of two focus areas. As follows:   | We appreciate the time taken to consider alternate task alignment for the Technical Services Department - it is important to balance proposed changes with maintenance of the existing FTE compliment across the Department.   |

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|                       | <p>ISD Technical Service Management</p> <ul style="list-style-type: none"> <li>• Infrastructure Planning           <ul style="list-style-type: none"> <li>- Natural Environment Planning</li> <li>- Built Environment Planning</li> </ul> </li> <li>• Infrastructure Delivery and Asset Management           <ul style="list-style-type: none"> <li>- Infrastructure Delivery</li> <li>- Asset Management</li> </ul> </li> <li>• Geography and Investigation Services           <ul style="list-style-type: none"> <li>- Spatial Services</li> <li>- Investigation Services</li> </ul> </li> </ul> <p>Put simply I believe this structure better represents what we do;</p> <ol style="list-style-type: none"> <li>1. Planning of parks, waste and roads;</li> <li>2. Delivery of parks, waste and road projects and capturing and managing our assets;</li> <li>3. Capturing and managing spatial information and monitoring and inspecting our infrastructure assets.</li> </ol> |   |
| Alternative Structure | <p>Some suggestions within this response that are outside the directorate. This is deliberate, as only working inside the box will not truly reimagine the directorate and deal with the inherent problems within the directorate and within the organisation, having just a reshuffle and not transformational change. So just deleting functions because they are perceived to not align with core functions is not an honest solution.</p> <p>The basic premise is a sequence of departments that horizontally grab an asset as it progresses. Then within that department are horizontal cells that provide a collaborative solution or treatment to the asset.</p>  | <p>We appreciate the time taken to consider alternate task alignment for the Technical Services Department - it is important to balance proposed changes with maintenance of the existing FTE compliment across the Department.</p> <p>Where there is existing capacity to influence change across the organisation this has been harnessed - e.g the opportunity for realignment of some functions with existing work undertaken by other Directorates has been realised where feasible.</p> |

**CONFIDENTIAL**

**Attachment 2**

## Communications Strategy ISD Tech Services

|                              |  |   |  |
|------------------------------|--|---|--|
|                              | Record information in SF6133<br>Seriously Entertained Change   | 31 May 2016   | All - (r-IndRel)                               |
| Seriously Entertained Change | EMC to discuss the Issues Paper, Resourcing the Future and proposed alignment<br><i>(includes hierarchical effects of Management changes recommended).</i>   | 31 May 2016   | [REDACTED]                                     |
|                              | <b>Directors determine a "seriously entertained change"</b>  | 31 May 2016   | EMC  |
|                              | Letter to employees notifying of meeting and advise able to bring a support person   | 1 June 2016   |  |
|                              | Meetings with affected Managers  | 1 June 2016   |  |
|                              | Impacted employees that will experience a change in reporting line and/or their current roles and duties may require review will be briefed on possible changes.<br><br>Discussion to be in format of one-on-one, present new structure for consideration, explain process of ' <b>SEC</b> ' and when employee can expect next update. | 2 June 2016   |  |
|                              | Impacted employee teams that will experience a change in reporting line only.  | 2/3 June 2016   | [REDACTED] along with current team Supervisor. |
| Seriously Entertained Change | JCC advised and provided with Issues paper and proposed realigned structure.   | 3 June 2016   |  |
|                              | Attend JCC meeting to discuss proposed changes.  | 9 June 2016   | [REDACTED]                                     |
| Seriously Entertained Change | Meet with employee representative(s) to hear submission for consideration  | 23 June 2016  | [REDACTED]/HR                                  |
|                              | ISD employees to deliver submissions for consideration. Submissions to be either sent directly to [REDACTED] or funnelled through an Employee  | Consultation for seriously entertained change close COB <b>24 June 2016</b> | [REDACTED]                                     |

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|                | Representative.   |  |                  |
|                | New Position Descriptions to HR for role classification   | June 2016  | [REDACTED]       |
|                | [REDACTED] to develop EMC paper for decision including; <ul style="list-style-type: none"> <li>• new structure</li> <li>• timeframe for implementation</li> <li>• Considerations received/responses</li> </ul>  | 24 June - 1 July 2016  | [REDACTED]       |
|                | Record Information in SF0439 - Organisation Restructure   |  | All - (r-IndRel) |
|                | Develop recruitment material, new contracts and offers.   | July 2016  | HR [REDACTED]    |
| Implementation | Directors consider submissions, Director considerations/comments, proposed structure <b>determine a decision</b>  | 5 July 2016  | EMC              |
|                | Notice of one-on-one meetings - direct appointments   | Late 5 July 2016 - subject to endorsement of change by Directors | [REDACTED]       |
|                | Notice of one-on-one meetings (24 hours)  | 6 July 2016  |                  |
|                | Direct Appointments Offers - provide 14 days for consideration  | 6 July 2016  | [REDACTED] / HR  |
|                | Commence consultation process under Enterprise Agreement "Management of Change".<br><br>ISD employees informed of change and consulted around implementation.   | 7 July 2016  | [REDACTED], HR   |
|                | Impacted employees that will experience a change in reporting line and/or their current roles and duties may require review will be briefed on possible changes.<br><br>Discussion to be in format of one-on-one, confirm positioning of their role (direct redeployment, redundancy with a view to redeploy suitable | 7 July 2016  | [REDACTED]       |

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|                | <p>candidates), present new structure, vacancies, explain process of Implementation and when employee can expect change to be implemented or next step in implementation process.</p> <p>List of vacancies on expression of interest form plus PD's for the roles - advise have 14 days to consider (only to those made redundant). Can apply for multiple roles but have to indicate preference<br/>       - include in letter that we will meet with you on 19 July to chat again</p> |                                 |  |
| Implementation | Impacted employee teams that will experience a change in reporting line only.   | 11 July 2016                    | ████████ along with current team Supervisor. |
|                | JCC & ASU consultation on implementation process.<br><br>Timeline for implementation - with memo addressing the mitigation of adverse effects on employees  | 12 July 2016                    | Director, copy in HR                         |
|                | Informal discussions with affected individuals  | 8-21 July                       | ████ & HR                                    |
|                | Consultation on implementation closes & application for redeployment closes by 5.00pm   | 21 July                         |  |
|                | Redeployment Opportunities Considered & feedback on implementation considered   | 22 July                         | ████   |
|                | Direct Appointment Offers   | 6 July 2016 (accept by 21 July) | HR   |
|                | Comms ISD Newsletter  | July                            |  |
|                | Interview any ISD redeployments   | 27/28 July                      |  |
|                | Appoint redeployments   | 2 August                        |  |
|                | Remaining vacancies advertised  | 5 August                        |  |
|                | Advertised vacancies close  | 18 August                       |  |

**Attachment 3**

|  |  |  |       |
|--|--|--|-------|
|  | Interviews   | 25/26 August 2016  |       |
|  | Recruitment Decisions  | 30 August 2016   |       |
|  | ISD employees briefed on implementation of new structure.          | Newsletter may suffice.<br><br>Need to ensure clear message to Operations. |       |
|  | Red Hot Potato/Media 'Structural change being implemented in ISD.' |  | Comms |

| <b>Parks and Recreation</b>   | <b>Natural Environment</b>   |
|---|--|
| <p>Maintain a register of assets</p> <p>Monitor and forecast asset condition, use and capacity</p> <p>Develop strategies, policies, by-laws and standards</p> <p>Develop the Asset Management Plan (AMP)</p> <p>Develop maintenance inspection programs</p> <p>Develop and scope renewal works</p> <p>Identify and scope asset upgrades and new assets</p> <p>Oversee the delivery of works, projects and assets</p> <p>Assess applications for and oversee the delivery of privately commissioned works and assets</p> <p>Discuss and negotiate with land owners as required</p> <p>Visitor Services</p> <p>Volunteer Programs</p> <p>Recreational programs</p> <p>Event facilitation</p> <p>Environmental programs</p> <p>Community Gardens and local food programs</p> | <p>Maintain a register of assets</p> <p>Participate in monitoring and forecast asset condition, use and capacity</p> <p>Develop strategies, policies, by-laws and standards</p> <p>Maintain the Asset Management Plan (AMP) - in collaboration with AMD</p> <p>Develop maintenance inspection programs</p> <p>Develop and scope renewal works</p> <p>Identify and scope asset upgrades and new assets</p> <p>Oversee the delivery of works, projects and assets - in collaboration with AMD</p> <p>Assess applications for and oversee the delivery of privately commissioned works and assets - in collaboration with Investigations Team</p> <p>Discuss and negotiate with land owners as required</p> <p>Recreational programs</p> <p>Environmental programs</p> <p>Climate change impacts, adaptation, mitigation</p> <p>Water Sensitive Urban design</p> <p>Engagement regarding Tamar River health</p> <p>Bushfire Management planning</p> <p>Infrastructure sustainability</p> <p>Community Gardens</p> <p>Manage the kerbside collection of waste</p> <p>Provide governance services for the NTWMG.</p> <p>Deliver the NTWMG Annual Plan</p> <p>Monitor, report and provide advice on environmental compliance (includes quarry)</p> |

|  |   |
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|  | <p>Provide support to the transfer station operations and to the landfill operations<br/>Planning for the future development of the landfill and waste services<br/>Maintain a long term financial model for the Launceston Waste Centre (LWC)</p>                    |
| <b>Waste Management</b>  |   |
| <p>Manage the kerbside collection of waste<br/>Provide governance services for the NTWMG.<br/>Deliver the NTWMG Annual Plan<br/>Monitor, report and provide advice on environmental compliance (includes quarry)<br/>Provide support to the transfer station operations and to the landfill operations<br/>Planning for the future development of the landfill and waste services<br/>Maintain a long term financial model for the Launceston Waste Centre (LWC)<br/>Delivery of capital works<br/>Deliver and review waste and resource management strategy</p> |   |
| <b>Roads and Hydraulics</b>  | <b>Built Environment</b>  |
| <p>Maintain a register of assets;<br/>Monitor and forecast asset condition, use and capacity;<br/>Develop strategy, policy, by-laws and standards;<br/>Develop asset management plans (AMPs);<br/>Develop maintenance schedules;<br/>Develop and scope renewal works;</p>  | <p>Participate in maintenance of a register of assets;<br/>Participate in monitoring and forecast asset condition, use and capacity<br/>Develop strategy, policy, by-laws and standards;<br/>Maintain the Asset Management Plan (AMP) - in collaboration with AMD</p> |

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| <p>Identify and scope asset upgrades and new assets;<br/>Oversee the delivery of works and assets; and<br/>Assess applications for and oversee the delivery of privately commissioned works and assets.<br/>Driveway applications, stormwater connections<br/>On street dining</p>   | <p>Develop maintenance schedules - in collaboration with AMD;<br/>Develop and scope renewal works;<br/>Identify and scope asset upgrades and new assets;<br/>Oversee the delivery of works and assets - in collaboration with AMD<br/>Traffic engineering</p>   |
| <p><b>Spatial Sciences</b></p> <p>Surveying:<br/>Capital Works Program support.<br/>Engineering surveying service.<br/>Precision monitoring surveys and supporting data analysis services.<br/>Land Title boundary identification.<br/>Maintenance of survey and measurement equipment,</p> <p>GIS:<br/>GPS base station, coordinated control network and detail survey base mapping.<br/>GIS Database administration, management and asset register maintenance.<br/>Aerial imagery acquisition, delivery and administration<br/>GIS software and hardware management.<br/>GIS Map, GIS Analysis and Cartographic Services to internal customers<br/>Provision of training to non-specialist council staff in the use of GIS.<br/>Services to external customers (online mapping and DBYD).</p> | <p><b>Spatial and Investigations</b></p> <p>Investigations:<br/>Condition inspections across all asset classes<br/>Safety auditing<br/>Investigation of customer complaints<br/>Support the delivery of privately commissioned works and assets.<br/>Support inspections for driveway applications, stormwater connections and on street dining.</p> <p>Surveying:<br/>Capital Works Program support.<br/>GPS base station, coordinated control network<br/>Engineering surveying service.<br/>Precision monitoring surveys and supporting data analysis services.<br/>Land Title boundary identification.<br/>Maintenance of survey and measurement equipment,</p> <p>GIS:<br/>Detail survey base mapping.<br/>GIS Database administration, management and asset register maintenance.</p> |

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|---|--|
| <p>Property:<br/>Update and maintain Council's core property and land data.<br/>Management of Council land holdings.<br/>Land addressing and naming.<br/>Issue of land related certificates and registrations</p> | <p>Aerial imagery acquisition, delivery and administration<br/>GIS software and hardware management.<br/>Provision of Geography services including GIS Map, GIS Analysis and Cartographic Services to internal customers.<br/>Provision of training to non-specialist council staff in the use of GIS.<br/>Services to external customers (online mapping and DBYD).</p> <p>Property:<br/>Update and maintain Council's core property and land data.<br/>Management of Council land holdings.<br/>Land addressing and naming.<br/>Issue of land related certificates and registrations</p> |
|   | <p><b>Asset Management and Delivery</b></p> <p>Delivery of capital and major operational works for all ISD asset classes<br/>Design<br/>Tender processes<br/>Project management support<br/>Continuous improvement<br/>Asset management planning and system<br/>Software owner - SAM (asset management)<br/>Champions for software - Interplan, CPD<br/>Strategic and corporate planning<br/>10 year works plan<br/>Support development of 4 year operational and capital programs<br/>Stakeholder management/consultation<br/>Community engagement</p>                                    |

|  | <b>Management</b>   |
|--|---|
|  | <p>People Strategy<br/>Flood response management<br/>Mentoring - engineering<br/>High level technical engineering advice<br/>Sign off large or complex projects<br/>Administration<br/>Committee support<br/>Processing of driveway crossover applications, stormwater applications &amp; on street dining referrals<br/>Assess applications for and oversee the delivery of privately commissioned works and assets.</p> |

Services no longer being delivered by ISD Technical Services:

Volunteer management  
Bookings of all parks assets  
Events facilitation

File No: POS1382/PF01632/EMP1536  
SE

Your Ref: Ltr 8 July

22 July 2016

Michelle Ogulin  
C/- Technical Services Department  
**CITY OF LAUNCESTON**

Dear Michelle

**Employment Offer - Direct Redeployment**

I refer to our previous letter to you dated 8 July 2016 in which you were advised the organisation has consulted through the processes of adopting a Seriously Entertained Change (SEC), and later a Definite Decision (DD) for the Technical Services Department Realignment. As part of this process your current position of Senior Waste Management Officer (POS1190) was declared redundant, however, as part of the new structure a number of positions have become available for direct redeployment.

I am pleased to offer you direct redeployment to the permanent full time position of Natural Environment Officer - Strategy in the Technical Services Department of the Infrastructure Services directorate, effective from 1 August 2016. This position reports to the Natural Environment Manager.

|                           | \$            |
|---------------------------|---------------|
| Base Salary               | \$ [REDACTED] |
| Superannuation            | \$ [REDACTED] |
| <b>Total Remuneration</b> | \$ [REDACTED] |

Your base salary of \$ [REDACTED] p.a. is the rate for a position classified as Grade 6, Level 29 under the Launceston City Council Enterprise Agreement 2013-2016.

You current Individual Flexibility arrangements to work reduced hours remains in effect either until your child reaches school age, or you submit a request to vary the current individual flexibility arrangements which is then endorsed.

Leave accruals and superannuation contributions will continue to be calculated as per Clauses 5 and 3.17 of the Enterprise Agreement.

I have enclosed an acceptance receipt along with 2 copies of your new position description. To accept this redeployment, please sign one of each in the appropriate

place and return to Human Resources **prior to close of business on Thursday 28 July 2016.**

The terms, conditions and obligations of your employment are detailed in this offer, the position description and the Enterprise Agreement. A copy of the Enterprise Agreement is available on the WaterCooler. While our policies and procedures are to be treated by you as lawful instructions from your employer, they do not form part of the terms and conditions of your employment contract.

**Further information**

If you decide to decline this offer of a reasonable redeployment, please do so in writing to your manager at the earliest opportunity, and ideally no later than Thursday 28 July 2016. The options available to you at that time will be explored.

Yours sincerely

**MANAGER TECHNICAL SERVICES**

Enclosures:      Position Descriptions (x2)  
                      Fair Work Information Statement

**Acceptance**

(Please sign and return to the Human Resources, PO Box 396, Launceston  
TASMANIA, AUSTRALIA 7250, or fax to 613 6323 3001)

I, Michelle Ogulin, accept this offer of direct redeployment to the position of 'Natural Environment Officer - Strategy' and the terms and conditions stated in the attached offer letter. I agree to perform the duties as detailed in the attached position description approved in July 2016 or as may be amended and agreed to in the future. I agree to abide by the terms and conditions of the Launceston City Council Enterprise Agreement 2013-2016 or its successor.

Signed:..... Dated: 26/7/16