



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Gannawarra Shire Council
(AG2022/4786)

GANNAWARRA SHIRE COUNCIL ENTERPRISE BARGAINING AGREEMENT - NO 10 (2022)

Local government administration

COMMISSIONER WILSON

MELBOURNE, 20 DECEMBER 2022

Application for approval of the Gannawarra Shire Council Enterprise Bargaining Agreement - No 10 (2022)

[1] An application has been made for approval of an enterprise agreement known as the *Gannawarra Shire Council Enterprise Bargaining Agreement - No 10 (2022)* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Gannawarra Shire Council. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in 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. The undertakings are taken to be a term of the agreement.

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

[4] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 December 2022. The nominal expiry date of the Agreement is 1 March 2025.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE518669 PR749112>

Annexure A



Our Ref: 3.000329
INT22/66D22399
TO/TC

12 December 2022

Commissioner Wilson
Fair Work Commission
11 Exhibition St
MELBOURNE VIC 3001

Dear Commissioner Wilson

FWC Matter No.: AG2022/4786
Applicant: Gannawarra Shire Council
Section 185 – Application for approval of a single enterprise agreement

Undertaking –Section 190

I, Tom O'Reilly, Chief Executive Officer have the authority given to me by Gannawarra Shire Council to give the following undertakings with respect to the Gannawarra Shire Council Enterprise Bargaining Agreement - No.10 (2022) ("the Agreement"):

1. That clause 20A of the Agreement be read as follows:

"The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount that would be able to be withheld under the NES."

2. That clause 24D.4 of the Agreement be read as follows:

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



-2-

3. That in relation to clause 7.6 of the Agreement:
That the Council will ensure that a library employee who is rostered predominantly or solely on Saturday mornings is not disadvantaged in their pay rates compared to what they would receive if on the Victorian Local Government Award 2015, and will do so by comparing at the end of each three month period the amount they earned under the Agreement compared with that which they would have been entitled to under the Award and, in the event there is a shortfall, paying the shortfall to the employee together with an additional 1.5%

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

Yours sincerely


Tom O'Reilly
CHIEF EXECUTIVE OFFICER



GANNAWARRA
Shire Council



Proposed Enterprise Bargaining Agreement No.10 (2022)

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

TABLE OF CONTENTS

1.	TITLE	3
2.	PARTIES BOUND	3
3.	DATE AND PERIOD OF OPERATION	3
4.	INTERPRETATION OF AGREEMENT	3
4A.	DEFINITIONS.....	3
5.	AIMS AND OBJECTIVES OF AGREEMENT	5
6.	CONTINUOUS IMPROVEMENT	6
7.	HOURS OF WORK	7
7A.	TYPES OF EMPLOYMENT	78
7B.	OVERTIME AND WORK PERFORMED ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS	78
8.	SUPERANNUATION.....	32
9.	SUPERANNUATION SOFT COMPULSION	32
10.	SALARY PACKAGING.....	32
11.	SALARY INCREASES.....	33
11A.	PAYMENT OF WAGES.....	33
12.	ALLOWANCES.....	33
13.	ANNUAL SHUT DOWN.....	43
14.	CONSULTATION.....	43
15.	TRAINING AND DEVELOPMENT.....	44
16.	STAFF DEVELOPMENT SCHEME.....	44
17.	OCCUPATIONAL HEALTH AND SAFETY	44
18.	COMMITMENT TO REHABILITATION.....	45
19.	EQUAL EMPLOYMENT OPPORTUNITY.....	46
20.	REDEPLOYMENT/RETRAINING/REDUNDANCY PROVISIONS.....	46
20A.	TERMINATION OF EMPLOYMENT	467
21.	PREVENTION AND SETTLEMENT OF DISPUTES.....	49
22.	INTRODUCTION OF CHANGE.....	50
23.	INDUCTION PROGRAM FOR NEW EMPLOYEES	51
24.	POSITION DESCRIPTIONS.....	52
24A.	MULTI-SKILLING	52
24B.	HIGHER DUTIES	52
24C.	ANNUAL REVIEW.....	523
24D.	CLASSIFICATION AND MINIMUM RATES OF PAY.....	55
24E.	SENIOR EXECUTIVE OFFICERS.....	528
24F.	OPTION FOR ANNUALISED SALARY	529
24G.	SUPPORTED WADE SYSTEM	60
25.	TRANSFER OF BUSINESS.....	60
26.	WORK LIFE BALANCE.....	60
27.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	61

28.	PERSONAL LEAVE	62
29.	BEREAVEMENT/COMPASSIONATE LEAVE	65
30.	LONG SERVICE LEAVE	66
31.	ANNUAL LEAVE	66
32.	LEAVE WITHOUT PAY	69
33.	48/52 MODEL OF EMPLOYMENT	69
34.	4 OUT OF 5 MODEL OF EMPLOYMENT.....	69
35.	PRENATAL LEAVE	70
36.	PARENTAL LEAVE	70
37.	RETURN TO WORK FROM EXTENDED LEAVE	74
38.	RIGHT TO RETURN TO PART TIME WORK	74
39.	HOME-BASED WORK ARRANGEMENTS	75
40.	JOB SHARE.....	75
41.	BREAST FEEDING	75
42.	STUDY LEAVE.....	75
43.	FAMILY VIOLENCE	76
44.	SERVICE WITH EMERGENCY SERVICE ORGANISATIONS	77
45.	SERVICE WITH ARMED FORCES.....	77
46.	UNION TRAINING LEAVE	77
47.	ACCIDENT MAKE UP PAY.....	78
48.	NO EXTRA CLAIMS.....	78
49.	JURY SERVICE	789
50.	PUBLIC HOLIDAYS.....	789
51.	GENDER EQUALITY.....	781
	APPENDIX 1 – CLAUSES SPECIFIC TO MATERNAL AND CHILD HEALTH AND IMMUNISATION NURSES.....	82
	APPENDIX 2 – CLAUSES SPECIFIC TO COMMUNITY CARE WORKERS	88
	APPENDIX 3 – CLAUSES SPECIFIC TO ENGINEERS.....	91
	APPENDIX 4 – CLAUSES SPECIFIC TO OPERATIONAL SERVICES	92
	APPENDIX 5 – CLAUSES SPECIFIC TO KINDERGARTEN TEACHERS.....	94
	APPENDIX 6 – CLAUSES SPECIFIC TO POOL EMPLOYEES.....	116
	APPENDIX 7 – WAGE RATES.....	117
	APPENDIX 8 – CLASSIFICATION DEFINITIONS – EMPLOYEES BAND 1 TO 8	117
	SIGNATORIES TO THE GANNAWARRA SHIRE COUNCIL ENTERPRISE BARGAINING AGREEMENT NO. 10 - 2022	140

1. TITLE

This Agreement shall be known as the Gannawarra Shire Council Enterprise Bargaining Agreement - No 10 (2022).

2. PARTIES BOUND

The parties bound by this agreement are:

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

3. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation seven days after the date of approval by the Fair Work Commission and shall remain in force until 1 March 2025. Negotiations are to commence three (3) months prior to expiry where practicable.

4. INTERPRETATION OF AGREEMENT

This Agreement replaces the Gannawarra Shire Council Enterprise Bargaining Agreement - Number 9 2019 and should be read in conjunction with the National Employment Standards (NES).

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

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

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

4A. DEFINITIONS

Act means the *Fair Work Act 2009*.

AHPRA means the Australian Health Practitioner Regulation Agency.

Child Care Worker means an employee whose classification is defined by Bands 2 - 7 of this Agreement.

Commission means the Fair Work Commission.

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

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

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

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

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

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

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

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

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

NMBA means the Nursing and Midwifery Board of Australia.

Ordinary Rate (Employees except for Nurses or Kindergarten Teachers) is an all-purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum wage

prescribed by clause 24D - Classification and minimum rates of pay and the industry allowance where applicable.

Physical/Community Services Employee means an employee whose classification is defined by Bands 1 to 5 of Appendix 8 - Classification definitions.

Recreation Centre means and includes an establishment at which one or more, or any combination, or all of the following are provided:

- Swimming pool(s), sports centre(s), leisure centre(s) or such other municipal centre(s) providing physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

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

Senior Officer means:

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

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

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

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

5. AIMS AND OBJECTIVES OF AGREEMENT

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

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

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

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

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

6. CONTINUOUS IMPROVEMENT

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

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

More specific productivity improvement activities include:

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

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

7. HOURS OF WORK

7.1 Hours of Work – Standard Engagement

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

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

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

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

7.2 Rostered Day Off (RDO)

All full time employees shall be entitled to a rostered day off (RDO) per four (4) week cycle except where agreed through a Senior Executive Officer’s contract, or through an Annualised Salary Arrangement, as per this agreement.

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

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

Provided that, should an employee be directed to work a rostered day off, he/she shall be paid in accordance with this Agreement, or by agreement bank an RDO and should be taken in the following pay period.

7.3 Time in Lieu (TIL)

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

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

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

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

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

- (a) Every employee upon engagement will be given a starting point which will be, subject to the provisions below, the commencement point of their daily work activities.
- (b) For Community Care Workers the starting point will be as defined in Appendix 2.
- (c) At the direction of the employer, any employee may be required to relocate his/her place of employment provided that:
 - The relocation is within the boundaries of the municipality; and
 - The relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
- (d) Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedures.

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

- (a) The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).
- (b) The spread of hours during which a hallkeeper will perform his/her duties will be the subject of mutual arrangement between the employer and the employee concerned.
- (c) By written agreement between the employer and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.
- (d) Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with (b) and (c), he/she will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- (e) The provision as to overtime payment appearing in (d) of this clause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.
- (f) Work performed in addition to ordinary hours as provided in (b), (c), (d) and (e) will be paid for at the appropriate overtime rate prescribed by this Agreement.

- (g) Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

7.6 Library Employees - Specific Engagement

- (a) The ordinary hours of duty of employees employed in a municipal library will be as prescribed in clause 7.1, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this Agreement.
- (b) Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in clause 7.7 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.
- (c) Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed between an employee, the employees affected or the Australian Services Union.

7.7 Library Rosters - Specific Engagement

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

7.8 Inspectorial - Specific Engagement

- (a) The ordinary hours of duty for employees employed as:
- Superintendent Traffic and By-Laws;
 - Senior By-Laws Officer;
 - Senior Traffic Inspector;
 - Market Superintendent;

- By-Laws Officer;
 - Traffic Inspector;
 - Other Inspector however titled.
- (b) All of the above however titled, will be 38 per week, to be worked in five days of not more than eight hours per day, Monday to Friday inclusive. The ordinary hours on any day will be worked continuously except for a meal break between 7.00 a.m. and 6.30 p.m. The starting and finishing times of ordinary work on any day within such daily spread of hours will be as determined by the employer either generally or for particular employees according to work requirements from time to time.
- (c) Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7.00 p.m. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with the consultation and dispute resolution procedures.

7.9 Employees, Other than Physical/Community Services Employees Engaged in Community Services – Specific Engagement

- (a) The ordinary hours of duty for employees who are engaged by the employer to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and/or who is primarily concerned with the social and living standards in the community will be:
- 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
 - According to a roster agreed upon between the employer and/or employees and the employer, provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods.
- (b) The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- (c) Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- (d) The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement, and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

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

- (a) The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:
- 76 hours per fortnight to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
 - a roster may be agreed upon between employees and/or an employee and the employer such that the ordinary working hours will not exceed 76 such ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods.
- (b) The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- (c) Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- (d) The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

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

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

7.12 Special Engagement (Physical/Community Services Employees Only)

Definitions

- (a) Ordinary rate (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by this Agreement plus 25% for special engagement together with the industry allowance where applicable.
- (b) Employee in this Part of this clause will mean any of those employees specified in clause 7.13 who are specifically employed under this Special Engagement clause and not under Standard Engagement (clause 7.1).
- (c) Part-time employee in this Part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this Part of this clause for the ordinary rate of his/her classification, and he/she will be entitled to personal/carer's leave and annual leave on a pro rata basis in accordance with the hours worked in performance of such duties.

- (d) A part-time employee who would have, as a part of his/her normal working pattern, worked on a public holiday will receive a pro rata payment for that holiday commensurate with the number of hours normally worked.
- (e) Casual employee in this Part of this clause means an employee specifically engaged as such and who in addition to the ordinary rate prescribed by (a) of this clause receives a 25% loading for casual employment (which is in lieu of payment for annual leave, personal/carer's leave and public holidays) for time worked during ordinary hours.

7.13 Ordinary Hours of Duty (Special Engagement)

- (a) Notwithstanding the provisions of clause 7.1 (Standard Engagement), the ordinary hours of duty of employees in the following categories of employment may be in accordance with the Special Engagement provisions (clauses 7.12 to 7.15).
 - Assistant Hall Keepers, Baths/Swimming Pool/Recreation Centre Attendants, Caravan Park Attendants, Chauffeurs, Cleaners, Community Services Employees, Gatekeepers, Groundspersons, Market Employees, persons engaged in preparation and/or distribution of meals-on-wheels and in elderly citizens clubs, Plant Operators working at a tip, Public Convenience Attendants, Tip Attendants, Guard and Weigh Bridge Attendants and such other classifications as may be agreed between the employer and the Union.
- (b) In the case of a full-time employee, 38 hours per week to be worked not more than eight hours per day in continuous periods (except for a meal-break) on any five consecutive days of the calendar week; or
- (c) In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer; provided that the ordinary hours fixed by any such roster will not exceed 38 in any one-week period, or alternatively 76 in any consecutive two-week period, or alternatively 114 in any consecutive three-week period, or alternatively 152 in any consecutive four-week period. The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified by that roster for that day. Rosters may only be altered on three weeks' notice by the employer or by agreement between the employer and employee.
 - (i) Where rosters are based in accordance with the above provision the individual needs of the employer will be taken into account so that the services of the employer are not curtailed; accordingly rostered days off may be staggered, and further may accumulate and be taken at such time(s) as agreed between the employee and the employer.
 - (ii) If agreement on a roster cannot be reached between the employee or employees directly concerned and the employer, the matter may be dealt with under the dispute resolution procedure.
- (d) In the case of part-time employees, according to times agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer. Provided that ordinary hours will not exceed eight on any day.
- (e) In the case of casual employees, will not exceed 38 per week. Provided that ordinary hours will not exceed eight on any day.

7.14 Overtime (Special Engagement)

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by clause 7.13 will be payable at the rate of time and half for the first two hours and double time thereafter on Monday to Saturday inclusive and at a rate of double time on Sunday. Penalty rates as defined by this clause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

7.15 Public holidays (Special Engagement)

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

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

- (a) This clause does not apply to Community Services Officers, Recreation Centre Officers, or Hallkeepers whose ordinary hours are 38 per week, or to Library Employees whose ordinary hours of work are 35 per week, Monday to Saturday noon. However, this shiftwork clause may be applied in circumstances where Hallkeepers and Library Employees referred to above agree to work their ordinary weekly hours inclusive of Saturday and/or Sunday work.
- (b) Employees working shift work will work in accordance with the following minimum provisions:
 - A day shift starting at 7.00 a.m. or later no penalty.
 - Afternoon shift finishing after 7.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday.
 - Rotation of shifts.
 - For shifts on a Saturday, a penalty of 50%, for shifts on a Sunday, a penalty of 100% and for shifts on a public holiday, a penalty of 150%.
 - Unpaid meal breaks where the employee is allowed to leave the premises, or in the case

of an employee to be at work for a full shift, a crib break of at least half an hour.

- All shift rosters for other than Monday to Friday work will be as agreed with the Australian Services Union.

(c) The ordinary hours of duty of employee(s) working shift work will be:

- 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
- According to a roster agreed upon between the employee and/or the employees and the employer provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week period or 152 in any consecutive four week period.

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

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

(ii) The provision as to overtime payment appearing above will not apply where alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor.

(e) Notwithstanding the provisions of this clause, agreements to work shift work existing at the time of the coming into force of this provision may continue to operate.

(f) An employee employed prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the employer with an acceptable reason as to why such employee is not prepared to work shift work than the matter may be dealt with by the dispute settlement provisions of this Agreement.

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

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

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

- **Afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight.
- **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- **Rostered shift** means a shift of which the employee concerned has had a least 48 hours' notice.

7.17.1 Hours Continuous Work Shifts

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

(a) The ordinary hours of such shift workers will not exceed:

- Eight in any one day; nor
- 48 in any one week; nor
- 88 in fourteen consecutive days; nor
- 152 in 28 consecutive days.

(b) Subject to the following conditions such shift workers will work at such times as the employer may require:

- A shift will consist of not more than eight hours, inclusive of crib time;
- Except at the regular change-over of shifts an employee will not be required to work more than one shift in each 24 hours;
- Twenty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.

7.17.2 Hours other than continuous work

(a) This subclause will apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers will not exceed:

- 38 in any week to be worked in five shifts of up to eight hours; or
- 76 in fourteen consecutive days in which case an employee will not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than five shifts in any week; or
- 114 in 21 consecutive days in which case an employee will not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

(b) Such ordinary hours will be worked continuously except for meal breaks at the discretion of the employer. An employee will not be required to work for more than six hours without a break for a meal.

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

7.17.3 Rosters

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

7.17.4 Variation of agreement

(a) The method of working shifts may in any case be varied by agreement between the employer and the representative of the employee to suit the circumstances of the establishment.

(b) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the employees representative to suit the circumstances

of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

7.17.5 Afternoon or night shift allowance

- (a) A shift worker whilst on afternoon or night shift will be paid for such shift 15% more than his ordinary rate.
- (b) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop will be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof, in addition to his ordinary rate.
- (c) An employee who:
- During a period of engagement on shift, works night shift only; or
 - Remains on night shift for a longer period than four consecutive weeks; or
 - Works on a night shift, which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each shift cycle,

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

7.17.6 Saturday work

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half. This extra rate will be in addition to the shift premium prescribed.

7.17.7 Overtime

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

- If employed on continuous work be paid at the rate of double time; or
- If employed on other shift work at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked;
- By arrangement between the employees themselves; or
- For the purpose of effecting the customary rotation of shifts; or
- On a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for any day on which the employee cannot be usefully employed because of any strike or through any break-down in machinery or of any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

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

7.17.8 Reasonable overtime

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

7.17.9 Sundays and Public Holidays

- (a) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:
- Sundays at the rate of double time;
 - Public holidays as prescribed by clause 50 - Public holidays at the rate of double time.
- (b) Shift workers on other than continuous work for all time worked on a Sunday or public holiday will be paid at the rates prescribed by clause 50 - Public holidays of this Agreement.
- (c) Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.
- (d) Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.
- (e) The rates prescribed herein will be in addition to the shift premium prescribed, provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

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

- (a) An employee whose rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. will be paid a shift work loading of 2.5% of their classification each rostered period of duty.
- (b) Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of their classification each rostered period of duty. Any employee permanently working such rostered hours i.e. a period in excess of four consecutive weeks, will be paid a shift loading of 5% of their classification each rostered period of duty.
- (c) Provided where in the absence of agreement an employee who is changed from working one shift to working another shift of which the commencement time differs by four hours or more will be paid an additional amount of 4% of their classification for that occasion.
- (d) Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.

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

7A.1 General

- (a) Employees covered by this Agreement will be employed in one of the following categories:
- full-time employees; or
 - permanent part-time employees; or
 - casual employees; or
 - temporary employees (except for Nurses).
- (b) At the time of engagement the employer will advise each employee of the terms of their engagement and in particular whether they are full-time, permanent part-time, casual or temporary.

7A.2 Full-time employment – Nurses only:

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

7A.3 Casual employment – Employees except for Nurses

- (a) A casual employee for the purpose of this clause will mean an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee.
- (b) A casual employee will be paid 125% of the hourly rate which a full-time employee would receive.
- (c) A casual employee will not be entitled to any pro rata annual leave, personal/carer's leave or public holidays.
- (d) The services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.
- (e) A casual employee will be paid a minimum of one hours pay for each engagement.

7A.4 Casual employment – Nurses only

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

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

- (a) A part-time employee is a permanent or temporary employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this Agreement.
- (b) The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (**the agreed hours**).
- (c) With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start. The employer will ensure that school crossing

supervisors will be engaged and paid, for each start, at a higher rate than that payable for one hour at the level 1 rate prescribed by the Victorian Local Government Award 2015.

- (d) At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- (e) Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.
- (f) No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- (g) A part-time employee shall be entitled to pro rata Annual Leave, Personal/Carer's Leave and Long Service Leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- (h) A part-time employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- (i) Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.
- (j) Where the employment of a part-time employee changes to full-time or vice versa, such employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.

Agreed additional hours

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

Additional hours by direction

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

7A.6 Part-time employment – Nurses only

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

- (d) The terms will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

Temporary Employment – Employees except for Nurses

- (a) A temporary employee will be an employee who is engaged on either a full or part-time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.
- (b) The employer will not dispense with a permanent position for the purpose of creating temporary position(s).

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

- (a) An employee, engaged by the employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) The employer will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the employer fails to comply with this paragraph.
- (f) Any request under this subclause must be in writing and provided to the employer.
- (g) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (h) Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

- (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee’s hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (i) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (j) Where the employer refuses a regular casual employee’s request to convert, the employer must provide the casual employee with the employer’s reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer’s refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the hours to be worked.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (o) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the employer to require a regular casual employee to so convert.
- (p) Nothing in this clause requires the employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) The employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 6 months of the employee’s first engagement to perform work.

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

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

7B.1 Reasonable Overtime

- 7B.1.1** Subject to clause 7B.1.2, the employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The employer's requirement for an employee to work overtime must be reasonable.
- 7B.1.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (a) Any risk to employee's health and safety;
 - (b) The employee's personal circumstances including any family responsibilities;
 - (c) The need of the workplace or enterprise;
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

Full-Time Employees

The following clauses will apply to all full-time employees unless otherwise stated, but will not apply to Nurses, or Senior Executive Officers, or Kindergarten Teachers, or employees covered by the Special Engagement or Shiftwork provisions of this Agreement, or those employees where it is customary for them to return to their place of employment on any day to perform a specific task which is outside their ordinary working hours. In this latter situation payment will be at the ordinary rate of pay if the time worked is one hour or less on each occasion.

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

The provisions of clause 7B.2 apply to all employees other than physical/community services employees, excepting senior executive officers, community services officers and recreation centre officers, and is to be read in conjunction with clause 7B.8 (On call; availability and stand by duty).

- 7B.2.1** Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that employees whose ordinary hours of work are different to those supervised, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.
- 7B.2.2** All time worked on a Saturday will be overtime and will be paid for in accordance with 7B.2.1 of this clause with a minimum payment as for three hours worked.
- 7B.2.3** All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.

- 7B.2.4 All time worked on a public holiday as prescribed by clause 50 Public holidays, will be overtime and, subject to (d) (e) and (f) of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:
- (a) For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.
 - (b) For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.
- 7B.2.5 No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 7B.2.6 An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- (a) An employee, other than an engineer, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 7B.8.1 or 7B.8.2, in which case he/she shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.
 - (b) Provided that where an employee is recalled to work in accordance with clause 7B.8.1 or 7B.8.2, and such work does not exceed three hours then such employee will be released after the completion of such overtime until he/she has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) If such employee is instructed to resume or to continue work without having had such ten consecutive hours or eight consecutive hours off duty as the case may be, she/he will be paid at double ordinary rates until released from duty for such period and she/he will then be entitled to be absent until she/he has had ten consecutive hours or eight consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.
- 7B.2.7 As agreed between the parties, time off during working hours equivalent to one and a half times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave.
- 7B.2.8 An employee who is required by management to attend an Employer meeting and, who finishes duty later than midnight will be released from all further duty on the following morning and until his/her normal time for resuming duty after lunch, without loss of pay for

such ordinary hours off duty. Subject to 7B.2.7, such an employee will be paid overtime for such duty in accordance with 7B.2.1 to 7B.2.4 of this clause. Subclause 7B.2.6 of this clause will apply to such other employee who is required to attend an Employer or Employer Committee meeting and who finishes duty before midnight.

7B.2.9 Employees Engaged in Community Services

(a) No employee will perform overtime without the approval of the authorised officer or, the head of the community services department unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

(b) **Overtime will be paid at the following rates**

Overtime performed in excess of, or outside the employee's ordinary hours of duty as prescribed by clause 7 - Ordinary time hours of work, will be payable at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday, and at the rate of double time and a half on public holidays.

(c) **Time off in lieu**

As agreed between the parties, time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime and will be taken at a mutually convenient time. Provided that at the discretion of the employer such equivalent time off may accumulate and be taken either immediately before or after the end of the annual leave period or a public holiday. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within four weeks of the overtime being worked.

7B.2.10 Employees Engaged at Recreation Centres

(a) No employee will perform overtime without the approval of the authorised officer or such other employee nominated by the authorised officer, unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

(b) Overtime will be payable for all work performed in excess of or outside the ordinary hours of duty as defined above. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday.

(c) Provided that where it is customary for a recreation centre employee to return to the employer premises to perform a specific job outside the employee's normal working hours, such time will not be regarded as overtime when the actual time worked is less than one hour on each such occasion, but will be paid for at ordinary rates.

(d) **Time off in lieu**

Provided that the employer may, at the discretion of the employer grant time off equivalent to 1.5 times the amount of time worked for part or all of work performed outside ordinary hours, and such time off may by agreement be added to an employee's annual leave entitlements.

7B.3 Overtime – Physical/Community Services Employees

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

7B.3.1 Except as otherwise provided by clause 7B.8.3 (stand by duty) of this Agreement

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

7B.3.2 An employee other than a casual or part-time employee required to work overtime on a Saturday, Sunday or public holiday will be afforded at least three hours’ work or be paid for three hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the day previous.

7B.3.3 Where overtime is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

- (a) An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after the completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- (b) If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double the ordinary rate until he/she is released from duty for such period, and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Where an employee is recalled to work in accordance with 7B.3.4 of this clause and such work does not exceed three hours, 7B.3.3, 7B.3.3(a) and 7B.3.3(b) above, will not apply.

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

- (a) An employee called out to work at any time on a Saturday will be paid as for a minimum of three hours’ work for each time he/she is so called out. Payment will be made on the following bases:

- (i) Where the employee actually works for two hours or less, at any time on such day, the payment will be as for a minimum of three hours work calculated at 1.5 times the ordinary rate.
- (ii) Where the employee actually works for more than two hours the calculation will be as follows:
 - Where all or part of the hours worked are before noon then those hours, to a maximum of two, will be paid for at 1.5 times the ordinary rate and the remainder of the hours worked, or the remainder of the three hour minimum payment whichever is the greater, will be paid for at double the ordinary rate.
 - Where all those hours are worked after noon the minimum payment, or the actual hours worked, whichever is the greater, will be at double the ordinary rate.
- (b) An employee called out to work overtime on a Sunday or on a public holiday will be paid for a minimum of three hours' work calculated at the rates prescribed in this clause and clause 50 Public holidays for the first call-out and for the actual time worked at each subsequent call-out.
- (c) Provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job he/she was called out to perform is completed within a shorter period.
- (d) This subclause will not apply in cases:
 - Where it is customary for the employee to return to his/her place of employment on any day to perform a specific job outside his/her ordinary working hours, or
 - When the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working hours;
- (d)(i) And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in 7B.3.1 of this clause:
 - When the overtime performed occurs during the period three hours before the employee's normal commencement time. In such circumstances payment will be at the appropriate rate for all time from the start of such overtime until the employee's normal commencement time.
- (e) Employees on weekly standby in accordance with clause 7B.8.3 who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.
- (f) Time worked in this manner will be regarded as continuous work and be paid as part of the first call out at the appropriate overtime rate.

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

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

- 7B.3.6 Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer will provide him/her with a conveyance to his/her home, or pay him/her at his current rate of wage for the time reasonably occupied in reaching his/her home.
- 7B.3.7 For work done during meal hours and thereafter until a meal-break is allowed time-and-a-half rates will be paid. An employee will not be compelled to work for more than six hours without a recognised meal-break. Provided that, if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, the employee will be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.
- 7B.3.8 As agreed between the parties, time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within four weeks of the overtime being worked.
- 7B.3.9 Rest periods and meal allowances on overtime
- (a) In this clause the expression “rest period” means an unpaid period of not less than 20 minutes and not more than 60 minutes as directed by the employer.
- (i) Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose any entitlement to the meal allowance(s) specified.
- (ii) A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the same locality as his/her place of employment and can reasonably be expected to return home for meals.
- (iii) An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that he/she will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.
- (iv) An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that he/she will be required to work or on recall to duty, shall be entitled to a rest period and meal allowance after four hours of continuous work, provided that the employee is required to work beyond the fourth hour.
- After completion of each four continuous hours of such overtime calculated from the end of the previous meal entitlement, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid, provided that the employee is required to work beyond each respective fourth hour.

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

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

- 7B.4.1 Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by clause 7 - Ordinary time hours of work of this Agreement and for work performed outside this spread.
- 7B.4.2 Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for the time worked only, with a minimum payment of one hour.
- 7B.4.3 Where a casual employee works outside the normal spread of hours as specified in clause 7 - Ordinary time hours of work, the hourly rate (exclusive of the casual loading if paid) will be increased by the appropriate overtime penalty.

7B.5 Overtime - Senior Executive Officers

Specific conditions overtime and meetings

- 7B.5.1 The provisions of the overtime clause of this Agreement will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:
- 7B.5.2 Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 7 - Ordinary time hours of work of this Agreement, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.
- 7B.5.3 By agreement between the Officer and the employer, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed below. At the employer's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.
- 7B.5.4 Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 7 - Ordinary time hours of work of this Agreement, including such a meeting or meetings commencing during his/her ordinary hours and extending to a time more than one hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:
 - All Senior Executive Officers = \$71.51.
- 7B.5.5 For the purpose of 7B.5.4 all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.
- 7B.5.6 Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside his/her ordinary hours of duty will, if he/she finished duty later than midnight, be then released from all further duty on the following morning and

until his/her normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

7B.6 Overtime – Child Care Workers

7B.6.1 Subject to 7B.6.3, all work performed in excess of or outside the ordinary working hours prescribed by clause 7 of this Agreement will be paid for at the rate of time and a half for the first two hours on any day and at a rate of double time thereafter, such double time to continue until the completion of the overtime work.

7B.6.2 Rest period before recommencing work

- (a) When overtime work including work on a rostered day off or work on a Sunday or holiday are necessary, it will wherever practicable be so arranged that an employee works not more than sixteen hours in any period of 24 consecutive hours.
- (b) Subject to the exception referred to in 7B.6.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work he or she will, subject to this subclause, be released until he or she has had eight consecutive hours off duty without loss of pay for his/her ordinary working time occurring during such absence.
- (c) If on the instructions of his/her employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he/she will be paid at the rate of double time until he/she will then be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for his ordinary working time occurring during such absence.

7B.6.3 Overtime on Saturday

An employee required to work overtime on a Saturday will be afforded at least three hours' work or paid for three hours at time and a half except where such overtime is continuous with overtime or work commenced on the previous day or completed the following day. Provided that where work continues over two days the minimum payment will be for three hours at the appropriate rate.

7B.6.4 Transport of employees

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

7B.6.5 Reasonable overtime

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

Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff/parent meetings or similar, or where the employee is requested in writing by the employer to attend in-service training outside normal hours, in lieu of receiving overtime payments such employee may take paid time off, subject to the following:

- (a) In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between

employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.

- (b) Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- (c) For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

7B.7 Overtime – Nurses

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

7B.8 On Call, Availability and Stand By Duty

7B.8.1 On Call Duty - Employees Other Than Physical/Community Services Employees

On call duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this Agreement, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as specified in clause 12.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

7B.8.2 Availability Duty - Employees Other Than Physical/Community Services Employees

- (a) Availability duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this Agreement, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where he/she cannot be contacted by telephone and where she/he having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as specified in clause 12.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.
- (b) Subclauses 7B.8.1 and 7B.8.2 will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the employer’s premises to perform a specific job outside his/her normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 7B.8.1 of this clause when the actual time worked is less than one hour on each such occasion.
- (c) Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.
- (d) Where an employee with the prior agreement of his/her employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

7B.8.3 Stand By Duty – Physical/Community Services Employees

- (a) Stand by duty applies to designated Physical Community Services Employees covered by Bands 1 to 5 of this Agreement, and provides that where an employee is required to stand by at home for seven consecutive days or not less than five days in any pay period for the purposes of his/her employer, he/she will be paid an allowance equivalent to sixteen hours of ordinary pay per week. Provided that stand-by at home will mean that the employee will not go where he/she cannot be contacted by telephone so that he/she can be in a position to take up duty within fifteen minutes.
- (b) Where an employee, by agreement with the employer, deputises for the employee on standby or is required to stand by for a period less than five days then that employee will be paid a daily allowance equivalent to:

Monday to Friday	2 hours per day
Saturday	4.5 hours per day
Sunday	6 hours per day

- (c) Provided that where employees are engaged under the special engagement and shift work provisions of clause 7 - Ordinary time hours of work, the method of pro rata payment of the allowance will be as follows:

The 5 consecutive rostered working day	2 hours per day
The first rest day	4.5 hours per day
The second rest day	6 hours per day

- (d) Where an employee deputises, the sixteen hour allowance paid to the employee normally on stand-by will be reduced by the aforementioned amounts payable to the employee who deputises on stand-by.
- (e) Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.
- (f) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 24D - Classification and minimum rates of pay of this Agreement includes a stand-by allowance.

7B.9 Rest Interval

Employees Bands 1 to 5 (Physical/Community Services) Only

Every employee (other than a part-time or casual employee who is subject to the undermentioned proviso), will be allowed without deduction of pay, a break of twenty minutes per day to be taken during the first part of his/her working day. Provided that by agreement between the employer and employee or employees, the break may be taken at another time or other times, but in not more than two separate periods.

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

8. SUPERANNUATION

Except where otherwise provided for in this agreement, all Council superannuation contributions will be made by Council to the superannuation fund chosen by each employee. Payments will be made in accordance with the Superannuation Guarantee Charge Act (1992), the Superannuation Guarantee (Administration) Act 1992 and its regulations (SGAR). The amount paid is subject to the prevailing superannuation guarantee charge in force at that time.

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

8.1 Superannuation while on Parental Leave

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

8.2 Superannuation while on Workcover

Consistent with clause 8, employer superannuation contributions will be made to eligible employees for a period of up to 39 weeks (52 weeks for nurses) that they are on workcover. The earnings upon which the superannuation is calculated is based on the employee's workcover amount at the time.

9. SUPERANNUATION SOFT COMPULSION

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

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

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

This clause will apply to Employees that are:

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

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

10. SALARY PACKAGING

Salary sacrifice arrangements will be made available to employees providing these arrangements are at no cost to the Council. Any packaging arrangement must be within appropriate legal and administrative guidelines and will be amended to reflect any changes, which impact on these

arrangements. Council reserves the right to impose an administration fee for arrangements that create an unreasonable administrative burden on the organisation.

Items that can be salary sacrificed include:

- Superannuation – employee contributions
- Novated leases for personal vehicles

11. SALARY INCREASES

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

- First Increase: Payable for the first full pay period on or after 1st July 2022 – 2.0% or \$25, whichever is greater (except for nurses)
- Second Increase: Payable for the first full pay period on or after 1st July 2023 – 2.5% or \$30, whichever is greater
- Third Increase: Payable for the first full pay period on or after 1st July 2024 – 2.5% or \$30, whichever is greater

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

11A. PAYMENT OF WAGES

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

12. ALLOWANCES

12.1 The percentage increases as detailed in Clause 10 of this agreement will apply to all allowances except kilometre reimbursement rates. Allowance rates are as follows:

	July 2022	July 2023	July 2024
Industry allowance	\$ 30.33	\$ 31.09	\$ 31.87
General Depot allowance (inclusive of industry, maintenance and dead animal allowances)	\$ 81.68	\$ 83.72	\$ 85.82
Availability allowance	\$ 278.63	\$ 285.60	\$ 292.74
On-call allowance	\$ 289.84	\$ 297.09	\$ 304.52
Sleepover allowance	\$ 125.88	\$ 129.03	\$ 132.25

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

12.2 Kilometre reimbursement rates, for staff who are authorised to use their own vehicle for work purposes, will be as follows:

All vehicles, no matter what size or number of cylinders	From 30 June 2019	Equivalent to the modern award rate
Motor cycles 250cc and over		46.61 cents per kilometre
Motor cycles under 250cc		35.05 cents per kilometre
Bicycle		11.56 cents per kilometre

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

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

Allowance	Clause no	Amount \$
Bookmobile and housebound disability allowance	12.4(a)	5.78
Meal allowance		
First meal	12.5	16.53
Subsequent meal	12.5	10.31

12.4 Library Allowances

(a) Bookmobile and housebound disability allowance

A Library employee will be entitled to an allowance for each day or part of a day on which she or he is required to operate a bookmobile or a housebound service as shown in clause 12.3. This amount will not be part of an employee’s salary for the purpose of overtime, other penalty additions or premiums, or any other purpose of this Agreement.

(b) Driving licence allowance

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

(c) Excess travelling time and fares

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

12.5 Meal Allowance

- (a) This clause will apply to Employees other than Physical/Community Services Employees.
- (b) Where a meal allowance is payable under this clause, it will be that amount shown in 12.3 above, opposite the levels set out below, except where an employee has been advised the day before that he/she will be required to work overtime, then such employee will, subject to further provisions of this clause, not be entitled for the subsequent meal allowance amount shown in 12.3 above.
- (c) An employee who is:
- (i) required to work overtime which is continuous with his/her normal working hours and which extends until after 6.30 p.m. will be granted a meal break at 6.30 p.m. and paid a meal allowance in accordance with clause 12.3.
- (ii) recalled to work overtime after leaving his/her place of employment and:
- is required to commence overtime before he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two hours work and paid a first meal allowance in accordance with clause 12.3; or
 - is not required to commence overtime until after he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four hours such employee will be granted a meal break after four hours work and paid a subsequent meal allowance in accordance with clause 12.3;
- (d) An employee who is required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;
- (e) An employee who is required to work in excess of the provisions of 12.5(c)(i), (c)(ii) and (d) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour;

- (i) Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.
- (ii) Notwithstanding the provision of 12.5(c) and 12.5(e)(i) hereof:
 - meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;
 - subject to employer approval an employee may elect to work continuously without a meal break, but such employee will not lose any entitlement to the meal allowance(s) specified, except where the provisions of 12.5(e)(iii) hereof apply.
- (iii) The provisions of this clause will not apply when the employee can return to his/her place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.
- (iv) For the purposes of this clause, recognised meal times are between noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.

12.6 Meal Allowance (Community Services Officers and Recreation Centre Officers)

An employee under this clause will be entitled to a meal allowance and meal break as specified in 12.5 where:

- (a) The officer works overtime in excess of one and a half hours which is continuous with his/her ordinary hours; or
- (b) The officer works five hours or more on a day which is not an ordinary working day; and
- (c) In both cases such overtime extends until after a recognised meal break.
- (d) Meal break means an unpaid period between 30 minutes and 45 minutes duration as directed by the employer or such other period as may be agreed between the employee concerned and the employer.
- (e) The provisions of this clause will not apply when the employee concerned can return to his/her place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

12.7 Meal Allowance - Child Care Workers

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

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

12.7A Meal Allowances - Nurses

- (a) An employee will be supplied with an adequate meal where the employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.88 in addition to any overtime payment as follows:
 - (i) when required to work overtime beyond one hour after the usual finishing hour of work.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.61 will be paid.
- (b) Clause (a) above will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

12.8 Expenses Accommodation, Out of Pocket and Vehicle

- (a) Where an employee is required to travel on duty involving overnight accommodation, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging.
- (b) All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the employer's behalf will be paid by the employer. All claims for such expenses will be rendered fortnightly or monthly as directed by the employer and such claims will give particulars of travelling done and expenses incurred in the discharge of official duties. The employer may in connection with any particular claim require that such claim will be supported by statutory declaration.
- (c) Where an employee provides his/her own mode of conveyance, by arrangement with the employer he/she will be reimbursed in accordance with clause 12.2.

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

Note: This clause applies only to relevant employees who are not in receipt of the General Depot Allowance under clause 12.1. Refer also Appendix 4 clause 5.

(a) Employee-in-charge

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

- Set out work; or
 - See that work is carried out, he/she will be paid:
- (a)(i)(A)** If in charge of two to six employees \$13.68 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);
- (a)(i)(B)** If in charge of seven to fifteen employees \$23.20 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);
- (a)(i)(C)** If in charge of over fifteen employees \$30.71 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);
- (a)(i)(D)** Provided that any employee-in-charge who is required to perform work with his gang will be paid the wage rate prescribed for his/her classification (if it is the higher) plus the extra rate herein prescribed.
- (b) Driver (motor), garbage service \$12.81 per week in addition to the appropriate truck drivers rate.
- (c) Driver (motor), sanitary service \$19.56 per week in addition to the appropriate truck drivers rate.
- (d) 'Maintenance Allowance' - Employees engaged as the driver operator of a sludge/auto-educator, mechanical-street sweeper and road-cleansing machine, or water flusher, excavator, road or footpath roller, power grader or tractor, if required by the employer to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment of \$27.37 per week.
- (e) Where an employee receives the weekly allowance and that employee is unavailable and another employee is required to relieve and perform the task, such employee will receive 40% of the weekly allowance per day of relieving up to a maximum of the weekly allowance.
- (f) Provided that employees who currently receive a weekly allowance will not be reduced to a daily allowance.

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

Note: This clause applies only to relevant employees who are not in receipt of the General Depot Allowance under clause 12.1. Refer also Appendix 4 clause 5.

In addition to the rates prescribed in clause 24D - Classification and minimum rates of pay - an employee engaged on any of the work specified therein will be paid an allowance at the rate of

\$24.09 per week to compensate for any of the following disabilities of the industry, namely, being subject to:

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

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

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

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

- Cleaner;
- Home Carer;
- Public Convenience Attendant;
- Chauffeur;
- Meter Reader;
- Weighbridge Attendant;
- Storeperson;

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

- Guard/Gatekeeper;

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

- Caravan Park Attendant;

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

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

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

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

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

- (a)(i)** If an employee is required to work in a wet place or in heavy rain he/she will be provided with gum boots or waterproof leggings (or both where appropriate), waterproof coat and suitable head covering where necessary so as to protect him/her from getting wet.
- (a)(ii)** If he/she is not so provided so as to protect him/her from getting wet, he/she will be paid \$4.16 extra for the day whatever amount of work may be done by him/her on that day.
- (a)(iii)** A wet place will be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate a substantial portion of the clothing of the employee if unprotected, and/or when the water in the place where the employee is standing is over 5 cm deep or under such circumstances wherein his/her boots become saturated.
- (a)(iv)** Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of his/her clothes become saturated.
- (a)(v)** All clothing and gum boots used will be disinfected prior to transfer to another employee.
- (a)(vi)** All clothing supplied by the employer remains the property of the employer.
- (a)(vii)** An employee supplied with protective clothing will sign a receipt for items received and the respondent will be entitled to deduct from wages due the value of any such protective clothing so supplied if lost or damaged through the negligence of the employee.

12.13 Handling infected materials - Physical Services/Community Services Employees Bands 1 to 5 Only

- (a)** If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, he/she will be paid \$8.45 per day for each part of the day whilst so employed in addition to the amount otherwise payable for his/her ordinary work.

- (b) An employer will, at his/her own expense, provide the employee with proper disinfectants or acids.
- (c) If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by his/her own neglect) or by order of an authority, he/she will be paid the value of the clothes spoiled or destroyed.

12.14 Hot places - Physical Services/Community Services Employees Bands 1 to 5 Only

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

12.15 Seasonal Watering Allowance - Physical Services/Community Services Employees Bands 1 to 5 Only

Where a greenkeeper, groundsperson or nurseryperson is required by the employer to return to work on a Saturday or Sunday from December 1 to April 30 inclusive for the purposes of watering only, such greenkeeper, groundsperson or nurseryperson will be paid a seasonal allowance of \$33.54 per week extra and will be paid for the entire period from December 1 to April 30 inclusive. If such greenkeeper, groundsperson or nurseryperson is required to return to work for any other purpose either on a week day or a Saturday or Sunday, the provisions of clause 7B - Overtime and work performed on Saturdays, Sundays and Public Holidays of this Agreement will prevail.

12.16 Protective clothing - Physical Services/Community Services Employees Bands 1 to 5 Only

(a) Where employees engaged in:

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

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

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

12.17 First Aid Allowance - Physical Services/Community Services Employees Bands 1 to 5 Only

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

12.18 Meal Allowance - Physical Services/Community Services Employees Bands 1 to 5 Only

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

12.19 Transport Allowance - Physical Services/Community Services Employees Bands 1 to 5 Only

- (a) Where by mutual agreement between that employee and the employer the employee provides his/her own vehicle that employee will be paid an allowance in accordance with clause 12.2.
- (b) An employee will not be required to carry fuel, material, other employees or tools (other than used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, nor will he/she be required to draw a trailer behind such motor car.
- (c) Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.63 cents per kilometre.
- (d) Where an employee is instructed to commence work and/or to cease work at a place which is not his/her usual starting point and such employee incurs additional costs then such employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employee's home and usual starting point.

12.20 Uniforms/Protective Clothing - Employees Other Than Physical/Community Services Employees Only

Where uniforms and protective clothing are not issued by the Council to employees whose duties necessitate the wearing of uniforms and protective clothing, and on such scale as is reasonably required, an appropriate allowance will be paid. In the event of disagreement as to such issue or

such scale, the matter will be resolved in accordance with the dispute settling procedures of this Agreement. Uniforms and protective clothing provided by the employer remain the property of the employer and will be returned by the employee upon request on termination.

12.21 Uniforms/Protective Clothing - Child Care Workers Only

- (a) Where no uniform is supplied by the employer an allowance at the rate of \$7.91 per week or \$1.57 cents per day will be paid to an employee in lieu of providing a uniform and the maintenance and cleaning of such clothing.
- (b) The employer will provide all necessary protective clothing.

13. ANNUAL SHUT DOWN

The closure of the organisation between Christmas and the New Year without employees having to use their annual leave (up to a maximum of three days) will continue under this Agreement. This clause will not apply to Physical/Community Service Employees except for Community Care Workers, or Early Childhood Teachers (Kindergarten teachers).

14. CONSULTATION

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

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

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

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

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

The Consultative Committee, in conjunction with individual business units where effected, will advise on the implementation of the Agreement and other relevant matters. The Committee is committed to cooperatively and positively increase efficiency, productivity and competitiveness of the

organisation and to enhance training, career opportunities and job security of employees within the organisation.

15. TRAINING AND DEVELOPMENT

Gannawarra Shire is committed to providing all its employees with a range of training opportunities. Training requirements will generally be identified through the Annual Review process and will be selected to provide job-related professional development.

Training will be provided to:

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

16. STAFF DEVELOPMENT SCHEME

The parties are committed to continuing a positive Staff Development Scheme (SDS) to ensure all employees are provided with timely feedback on performance, to identify training needs and to set career and job objectives.

The SDS will be targeted for completion before 30 November each year. Annual band increment increases will be applied automatically on anniversary date of the staff member being on that band.

17. OCCUPATIONAL HEALTH AND SAFETY

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

- (a) Taking all necessary and practical steps to provide and maintain a healthy and safe working environment;
- (b) An agreed process of consultation with employees and occupational health and safety representatives in the workplace, and selecting plant, equipment and substances with the aim of eliminating or reducing hazards at the workplace;
- (c) The ongoing delivery of occupational health and safety training programs aimed at maximising staff input in the identification, assessment and control of hazards;
- (d) Protection from hazardous smoke, excessive heat, inclement weather and poor air quality;
- (e) Recognising the importance of mental health on employee wellbeing and performance and providing reasonable and practicable programs to support;
- (f) Ensuring the workplace is safe and without risk to the health and wellbeing of members due to gendered violence and harassment;
- (g) Protecting employees from Occupational Violence and aggression including risk assessments to identify threats from the public and appropriate control measures; and

(h) An effective rehabilitation of injured workers and an early return to work program.

18. COMMITMENT TO REHABILITATION

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

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

Council's RTW Coordinator.

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

Council's Procedures for the Rehabilitation of Injured Workers:

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

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

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

- Council's accredited rehabilitation provider; or
- WorkSafe Victoria Advisory Service on 1800 136 089

Finding Suitable Duties:

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

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

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY

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

20. REDEPLOYMENT/RETRAINING/REDUNDANCY PROVISIONS

Employees who are affected by organisational change shall be notified in writing as soon as a definite decision has been made to make their positions redundant.

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

Where there is no suitable position available into which the employee may be redeployed, then the employee shall be retrenched in accordance with this clause.

Any employee who is redeployed to a position which has a lower rate of pay shall have his/her rate of pay immediately prior to their redeployment maintained for up to 48 weeks (based on the formula of two (2) weeks for every completed year of continuous service).

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

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

During this period, up to six (6) weeks after the employee has taken a position of redeployment, the Council may also decide to retrench the employee if he/she is unsuitable for the position. In such cases, the full redundancy entitlements will be paid to the employee.

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

Redundancy

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

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

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

Employees aged 45 years and over will receive 1 additional weeks payment

Severance payment of two (2) weeks pay for each completed year of continuous service calculated on the normal all purpose rate of pay, to a maximum of 48 weeks pay.

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

Payment for the loss of motor vehicle usage as follows:

Where a motor vehicle is considered part of an employee’s salary package no payment shall be made but the value of the motor vehicle, in accordance with the salary package agreement shall form part of the employee’s “Rate of Pay” for the purposes of determining the payment to be made pursuant to Clause 20 – paragraph 3.

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

\$8,000 for full private use

\$2,400 for commuter use

20A. TERMINATION OF EMPLOYMENT

Requirement for notice of termination or payment in lieu

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

includes allowances, loadings and penalties that would have been payable, and any other amounts payable under the employee's contract of employment.

Minimum period of notice:

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

The period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

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

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

Notice of termination by an employee

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

Job search entitlement

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

Abandonment of employment

- (a) An employee (other than a Nurse or Kindergarten Teacher) who has been absent for a period of ten working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her employment without notice. The employer will make a reasonable effort to contact the employee before the contract is terminated under this clause.
- (b) Termination in such circumstances will operate as from the date of the last attendance at work or the last day’s absence in respect of which consent was granted.

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

21. PREVENTION AND SETTLEMENT OF DISPUTES

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

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

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

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

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

Any dispute shall, in the first instance, be discussed between the employee(s) concerned, their representative if requested, and the immediate line manager. The line manager or supervisor must make a genuine attempt to resolve the matter speedily.

If the matter cannot be resolved, it will be referred to the appropriate line manager who will attempt to resolve the matter speedily. The line manager shall consult with a representative appointed by the employee when endeavouring to resolve the matter.

If the matter is still not resolved, the matter shall be immediately referred jointly, for discussion, to a manager with industrial relations responsibility, the employee(s) and their representative if requested.

If the matter cannot be resolved, it may be referred to a mutually agreed independent mediator (from an agreed list of mediators) who may exercise powers of conciliation or arbitration and whose decision will be binding subject to prior agreement by the parties or should the matter still be unresolved either party shall be entitled to refer it to the Fair Work Commission for conciliation and, if necessary, arbitration. The parties shall not raise any jurisdictional matters pertaining to the Commission's powers to settle any dispute via arbitration. All parties will abide by any decision resulting from a matter being referred to the FWC.

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

Should any party so wish, all or any of the steps 1,2,3,4 above, may be bypassed in the interests of a speedy resolution of the matter.

To ensure that all disputes between the parties are settled quickly, the total process time between steps 1 and 5 should not exceed seven working days. However, if more time is required, the parties may mutually agree to extend the time.

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

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

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

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

22. INTRODUCTION OF CHANGE

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

Employer to Notify

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

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

Employer to discuss change

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

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

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

Change to Regular Roster or Ordinary Hours of Work

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

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

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

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

The employer shall invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and shall give prompt and genuine consideration to matters raised about the change by the relevant employees.

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

23. INDUCTION PROGRAM FOR NEW EMPLOYEES

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

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

24. POSITION DESCRIPTIONS

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

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

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

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

24A. MULTI-SKILLING

This clause applies to all employees bands 1 to 8.

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

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

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

24B. HIGHER DUTIES

24B.1 Physical/Community Services Employees Bands 1 to 5

- (a) An employee directed by the employer to perform for the whole of the day duties carrying a higher rate of pay will be paid while undertaking such duties at the commencement level of the higher classification Band.
- (b) For the purposes of this clause a day will be defined as:
 - For full-time employees the ordinary hours of work while the higher duties are being performed.
 - For part-time and casual employees, higher duties will apply for actual hours worked provided that such duties are undertaken for more than two hours on any day.

24B.2 Employees Other Than Physical/Community Services Employees Bands 3 to 8

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

24B.3 Child Care Workers Only

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

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

For the purposes of this clause, the duties of any employee will be determined by reference to clause 24D - Classification and minimum rates of pay of this Agreement and his or her job description.

24B.4 Nurses Only

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

24C. ANNUAL REVIEW

24C.1 Employees Bands 1 to 8 Only

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

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

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

- (a) a review of the level within a Band or classification level; and
- (b) the Band or classification level having regard to the classification definitions contained in Appendix 8 - Classification definitions of this Agreement;
- (c) reference to the relevant dispute settling procedures of the Agreement if necessary;
- (d) access by the employee concerned to any formal review documentation upon request.

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

- (a) the acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as is determined in accordance with any Staff Development Scheme;
- (b) the meeting of established performance objectives as determined in accordance with any Staff Development Scheme;
- (c) satisfactory service over the preceding twelve months.

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

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

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

25C.2 Nurses Only

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

24C.3 Child Care Workers Only

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

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

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

- The employee is notified in writing as to the reasons for the deferral;
- The employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
- Following any deferral, the employee is provided with the necessary training in order to advance to the next level.

Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

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

- An employee has achieved competency at his/her existing level;
- Has demonstrated an ability to acquire the skills necessary to progress to the next pay point prior to the completion of twelve months at his/her existing level.

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

24D. CLASSIFICATION AND MINIMUM RATES OF PAY

24D.1 Employees Bands 1 to 8

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

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

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

Note: For Engineers refer also to Appendix 3

- (g) The entry point for a Director of a child care centre will be no less than Band 6A.

24D.2 Junior Employees (Employees other than Physical/Community Services)

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

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

- (b) For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.
- (c) The rates of pay prescribed will be deemed to be the minimum rates payable, and nothing will preclude the employer from paying an employee at a higher rate of pay than that prescribed.

24D.3 Apprentices (Physical/Community Services Employees Only)

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

(b) Junior apprentices

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

(c) Four year apprenticeships

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

(d) Three year apprenticeships

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

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

(f) Adult apprentices

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

24D.4 Trainees

A trainee employed by the Council shall be engaged in accordance with Schedule D-National Training Wage of the Victorian Local Government Award 2015 (as varied from time to time).

24D.5 School Based Apprentices

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

24D.6 Nurses Classifications

Nurses classifications are set out in Appendix 1.

24E. SENIOR EXECUTIVE OFFICERS

- (a) An employee classified as a Senior Executive Officer (SEO) is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix 8 - Classification definitions of this Agreement.
- (b) A Senior Executive Officer will be paid a minimum of [\$]
- (c) The conditions of employment of a Senior Executive Officer shall be as prescribed for employees other than Physical/Community Services employees.
- (d) Notwithstanding the provisions of (b) above, the employer and a Senior Executive Officer may enter into a salary agreement which:
- must be in writing and signed by both parties; and
 - either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
 - a notation placed in the record as to where a copy of the agreement may be inspected;
- and which provides for:
- an overall requirement that the employee will receive no less under the SEO arrangement than the employee would have been entitled to if all Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement such as private use of an employer provided motor vehicle;
 - an annual review of the SEO agreement;
 - access to the Fair Work Commission for dispute resolution in accordance with the dispute resolution procedure set out in the Agreement;
 - details of any salary package arrangements;
 - details of any other non-salary benefits provided to the employee;
 - details of any performance pay arrangements and performance measurement indicators;
 - the involvement of an employee nominated representative which may be a representative from their union;
 - the salary for the purposes of accident make up pay.
- (e) The SEO agreement may, subject to point 1 and point 4 of (d) above, also specify that the following Agreement provisions may not apply:
- Allowances and expenses
 - Overtime, time off in lieu, penalty rates and meeting attendance
 - Higher duties
 - Worksite flexibility
 - Callback and availability
 - Annual Leave loading
- (f) Notwithstanding clause 7A (Types of Employment), an employee appointed as a senior executive officer who is also a senior officer as defined in this Agreement may be employed under a

maximum term contract. To avoid doubt such employees continue to be covered by the provisions of this Agreement.

- (g) Nothing in this clause is intended to limit the capacity to make an agreement under the provisions of the Fair Work Act 2009.

24F. OPTION FOR ANNUALISED SALARY

- (a) By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the Agreement rate and an additional component.

- (b) In such cases, the annualised salary agreement may provide that the following provisions of the enterprise agreement do not apply:

- Overtime/penalty rates and meeting allowances;
- Time off in lieu of overtime payment;
- Callback and availability allowances;
- Allowances and expenses;
- Annual Leave loading;
- Higher duties;
- Worksite flexibility;

Provided that the annualised rate was sufficient to cover what the employee would have been entitled to if all Agreement required payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non-salary benefit such as an employer provided motor vehicle.

- (c) Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all agreement overtime payments, penalty rate payments and obligations had been complied with.

- (d) An agreement under this clause:

- must be in writing and signed by both parties; and
- either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations, or a notation placed in the record as to where a copy of the agreement may be inspected; and
- provide an annual review of the annualised salary agreement; and
 - provide for access to FWC for dispute resolution in accordance with the dispute resolution procedure set out in the Agreement.

- (e) The employee may be represented in the discussions in relation to the making of an annualised salary agreement under this clause by either their union or nominated representative.

- (f) Nothing in this clause is intended to limit the capacity to make an agreement under the provisions of the Fair Work Act 2009.

24G. SUPPORTED WAGE SYSTEM

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

25. TRANSFER OF BUSINESS

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

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

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

26. WORK LIFE BALANCE

Council recognises that balancing work and non work life is beneficial for the health, wellbeing and satisfaction of our staff. As such, Council offers a range of flexible work options such as reduced hours (part time), job share, and altered start and finish times. This flexibility, along with a variety of paid and unpaid leave options allows our staff to achieve their family, study, health or recreation commitments and goals whilst also providing effective and efficient service to Council.

All staff will have the right to request flexible working arrangements. Requests are to be in writing to the CEO and should set out details of the change sought and the reason for the change. Approval will

be based on consideration of the individual circumstance, impact to other staff and operational and service requirements. A written response will be provided to the request within 21 days, stating whether the CEO grants the request or refuses the request. If the request is refused, details of the reason for the refusal will be included in the response.

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

27. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

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

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

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

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

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

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

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

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

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

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

Council must ensure that the individual flexibility arrangement:

(a) Is in writing

(b) Includes the name of the employer and employee

(c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee

(d) Includes details of:

(i) The terms of the enterprise agreement that will be varied by the arrangement

(ii) How the arrangement will vary the effect of the terms

(iii) 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.

(e) States the day on which the arrangement commences.

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

Council or the employee may terminate the individual flexibility arrangement:

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

28. PERSONAL LEAVE

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

28.1 Entitlement

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

Personal leave can be used for the following purposes:

- (a) Sick Leave: when an employee has a personal illness or injury and is unable to attend work and to attend medical appointments.
- (b) Carer's Leave: to provide care or support for an ill or injured immediate family or household member or to accompany an immediate family or household member to attend medical appointments, where the employee is responsible for the care and support of the person concerned or in the case of an unexpected emergency. This leave is also available in emergency situations such as code red days where schools are closed at short notice and an employee needs to provide care and support for their children.
- (c) Natural emergencies e.g. flood and fire where employees are unable to get to work and they are unable to work remotely.
- (d) All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid personal/carer's leave for the purposes of caring for an immediate family member or the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid personal carer's leave or in the case of a casual employee, where paid personal/carer's leave does not apply.

28.2 Immediate Family or Household

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

- (a) The person being either:
 - A member of the employee's immediate family; or
 - A member of the employee's household.

(b) The term **immediate family** includes:

- A spouse (including a former spouse, a de facto and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- A child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

28.3 Notification and evidence

(a) Notification:

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

(b) Evidence:

- For Employees Other Than Physical/Community Services Employees - for each period of personal (sick) leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the Council may require a medical certificate to be furnished with respect to any absence. Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner. For Carer's leave, the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- For Physical/Community Services Employees - evidence of his/her illness or injury satisfactory to the employer. Provided that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.
- For Child Care Workers - a certificate of a legally qualified medical practitioner or a statutory declaration signed by the employee will be deemed to be satisfactory evidence of sickness. Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above on not more than three occasions in any one year of service.

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

28.4 Accrual

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

28.5 Entitlement

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

- (a) For each year of service with the employer, an employee is entitled to fifteen (15) days of paid personal/carer's leave – except for Nurses and Child Care Workers.
- (b) Child Care Workers are entitled to 15 days annually for each of the first four years of service and 21 days in each year thereafter.
- (c) A temporary employee (other than a Nurse) shall accrue personal/carer's leave progressively on a pro-rata basis.
- (d) Nurses – will be credited with:
 - up to 16 days annually in the first year of service;
 - up to 18 days in each year in the second, third and fourth years of service;
 - up to 25 days in the fifth and following years of service.
- (e) Kindergarten Teachers – specific provisions are set out in Appendix 5.

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

- (a) On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's absence on long service leave, such medical evidence will be provided to the employer at the earliest reasonable opportunity but no later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.
- (b) The employer will:

- debit such periods of personal and serious incapacitating illness or injury against the employee’s personal/carer’s leave entitlement had the employee normally been required to work subject to the existence of sufficient leave credit, and
 - grant such employee additional long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional long service leave will be taken at a time mutually convenient to the employee and employer.
- (c) Provided that notwithstanding the requirement for a medical certificate, this clause will not apply unless the employee notifies the employer of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

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

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

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

29. BEREAVEMENT/COMPASSIONATE LEAVE

- (a) Up to 5 days Bereavement/Compassionate Leave is available, per occasion, if a member of the employee’s immediate family or household dies or is seriously ill. This leave will be deducted from accrued personal leave.
- (b) An employee is entitled to bereavement/compassionate leave for each occasion (permissible occasion) when a member of the employee’s immediate family (as defined in clause 28.2(b)), or a member of the employee’s household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.
- (c) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - to spend time with the member of the employee’s immediate family or household; or

- after the death of the member of the employee’s immediate family or household.
- (d) If an employee, other than a casual employee, takes a period of compassionate or bereavement leave, the employer must pay the employee at the employee’s base rate of pay for the employee’s ordinary hours of work in the period.
- (e) For casual employees, compassionate/bereavement leave is unpaid leave.
- (f) The employee must give the employer notice of the taking of leave as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.
- (g) If required by the employer, the employee must give the employer evidence that is satisfactory to the employer.

30. LONG SERVICE LEAVE

Employees covered by this Agreement will be entitled to long service leave in accordance with the provisions of the Local Government (Long Service Leave) Regulations 2012 or their successor.

31. ANNUAL LEAVE

(a) Employees are encouraged to utilise their full annual leave entitlement each year (including those on purchased leave arrangements). Annual leave accruals, including those on purchased leave arrangements, must be kept at 8 weeks/40 days or under (pro-rata equivalent for part-time employees).

(b) Direction to take excess annual leave

The employer will consult with the employee to produce an agreed plan to reduce any excess leave, over an agreed period of time within twelve months, provided that the employee retains a balance of at least eight weeks.

Any employee who does not agree to a plan to reduce their leave balance, subject to 8 weeks’ written notice, may be directed or be placed on annual leave on dates determined by the employer in order to reduce the leave balance eight (8) weeks or less, where there is not an agreed plan already in place to reduce the leave.

(c) In accordance with the National Employment Standards, employees will be able to ‘cash in’ excess annual leave, providing a minimum balance of 4 weeks is preserved. Employees must apply in writing to the Chief Executive to activate this.

31.1 Annual Leave – General Provisions

31.1.1 Period of Annual Leave

- (a) All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carer’s leave and for public holidays) will be entitled to four (4) weeks paid annual leave.
- (b) An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year, in accordance with the NES.

- (c) Annual leave is exclusive of public holidays that fall within the period of leave.

31.1.2 Payment for Period of Leave

- (a) Each employee will in respect of the period of leave, be paid their ordinary pay as if they had worked instead of taking leave.
- (b) Employees who are in receipt of the General Depot Allowance or Industry Allowance, or 'Maintenance' Allowance, or Sanitary/Garbage Driver Allowance, or Trades Allowances, on a regular basis, will have these included in the payment for annual leave. In the case where the employee is not in receipt of the allowance for a full year, the additional allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48-week period.

31.1.3 Annual Leave Loading

- (a) The employee will be paid an annual leave loading of 17.5% calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.
- (b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:
- on the anniversary date of employment;
 - on the same date each year as determined by the employer; or
 - when taking annual leave.
- (c) Except for Physical/Community Services employees, Nurses or Kindergarten Teachers, the maximum amount of annual leave loading that the employer may be required to pay in any year of service will not exceed \$1,555.30.

31.1.4 Continuous Service

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

- (a) absence without leave;
- (b) leave without pay granted upon the employee's request;
- (c) unpaid personal/carer's leave the total period of which in the one year of employment exceeds one month;
- (d) unpaid personal/carer's leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by the employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;
- (e) to the extent to which it exceeds 39 weeks, any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation.

31.1.5 Proportionate Leave on Termination

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

31.1.6 Annual Closedown

Physical/Community Services Employees Bands 1 to 5

Notwithstanding anything contained in this Agreement where the employer decides to close down part or all of the establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of the employees then qualified for such leave, the employer will give at least two months' notice to the employees of the intention to do so.

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

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

31.1.7 Child Care Workers Only

(a) Where the employer intends to temporarily close (or reduce to nucleus) the establishment or a section of for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them the employer may give in writing to such employees one month's notice (or in the case of any employee engaged after the giving of such notice, notice on the date of the employee's engagement).

(b) any such employee who at the date of closing is entitled to his/her annual leave will be given his/her annual leave as on and from the date of closing and, in addition will be paid one-twelfth of his/her ordinary pay for any period of employment after accrual of his /her right to the annual leave and up to but excluding the date of closing;

(c) any such employee who at the date of closing is not entitled to his/her annual leave will have leave without pay as on and from the date of closing and will be paid one twelfth of his/her ordinary pay for the period of his/her employment since the commencement thereof or the accrual of his/her last annual leave (whichever is the later) and up to but excluding the date of closing, together with pay for any holiday during such leave for which he/she is entitled to payment under this Part; and

(d) the next twelve monthly qualifying period of employment for every such employee will commence on and from the date of closing.

(e) In this clause **date of closing** in relation to each employee means the first day of his/her annual leave pursuant to this clause.

31.1.8 Shift Workers for the Purposes of the NES

(a) For the purpose of s.87(1)(b) of the Act, a shiftworker is an employee:

- who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- who is regularly rostered to work on Sundays and public holidays.

- (b) A shiftworker is entitled to 5 weeks annual leave for each year of service. Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a shiftworker.

32. LEAVE WITHOUT PAY

By agreement with the Chief Executive Officer, an employee may take leave without pay for up to 52 weeks for personal, travel or career purposes and return to the same job or be offered a similar job on return when the original position no longer exists. Such leave shall require 2 months notice prior to the start of such leave and shall nominate a fixed return date. By agreement between the employee and employer unpaid leave may be for a longer period. Any requests for leave without pay will not be unreasonably refused.

33. 48/52 MODEL OF EMPLOYMENT

48/52 model of employment is a separate model of employment whereby the employee receives four (4) weeks recreation leave and an additional four (4) weeks unpaid leave per year (plus other leave entitlements) and is paid for 52 weeks per year at the fractional rate of 48/52 of the annual salary (Band and Level) for his/her position.

- Applications for 48/52 employment must be approved by the Chief Executive Officer. Such approvals will be subject to the operational needs and requirements of the work unit and will only be considered if employees have a maximum annual leave entitlement balance of 4 weeks.
- Agreements are valid for a period of twelve months. Should the employee wish to continue the agreement, they must re-apply in writing to the CEO.
- Other models of employment may be available with the approval of the Chief Executive Officer.
- Council encourages that all employees considering this employment model seek independent financial advice prior to submitting an application.

34. 4 OUT OF 5 MODEL OF EMPLOYMENT

The 4/5 model of employment is a separate model of employment whereby the employee may be granted 12 months leave on 80% salary subject to the employee agreeing to have his/her salary reduced by 20% for a four year work period prior to the 12 months leave being taken. This model of employment does not break the continuation of service and employees have the right to return to the same job or similar job on their return (similar job where the original position no longer exists).

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

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

An employee working under the 4/5 model of employment may request a reversion to standard employment conditions. Such requests can only be made every 12 months from the date of transfer to 4/5 employment.

35. PRENATAL LEAVE

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

Prenatal leave to the equivalent of 1 days pay (prorata for part time employees) is available for partners on the presentation of a medical certificate.

36. PARENTAL LEAVE

36.1 Paid Parental Leave

In addition to other entitlements within this agreement, employees eligible for Parental Leave under the National Employment Standards will be entitled to:

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

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

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

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

The parental leave provisions of this clause will also be made available to employees who permanently foster a child. This is subject to the child being younger than 16 years old and having not lived with the employee for 6 months or more.

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

36.2 Other Parental Leave Provisions

36.2.1 Unpaid Leave

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

36.2.2 Eligibility

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

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

36.2.3 Application

Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if:

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

36.2.4 Definitions

For the purposes of this clause:

Eligible Casual Employee means a casual Employee:

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

Continuous Service is work for the Employer on a regular and systematic basis including any period of authorised leave).

Child means:

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

Primary Carer means the birth mother of the Child or the person who is the primary carer of a newly adopted Child. Only one person can be a Child's primary carer, except in relation to Clause 36.1.

Secondary Carer means a person who has parental responsibility for the Child but is not the Primary Carer.

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

36.2.5 Special Parental Leave

Note: Paid Parental leave is available under clause 36.1.

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

36.2.6 Continuing to Work while Pregnant

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

36.2.7 Personal/Carer's Leave

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

36.2.8 Transfer to a Safe Job

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

36.2.9 Notice and Evidence Requirements

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

36.2.10 Commencement of Parental Leave

- (a) An Employee who is pregnant may commence Primary Carer leave 6 weeks prior to the expected date of birth of the Child, or earlier by agreement with the Employer. The period of parental leave must commence no later than the date of birth of the Child.
- (b) Secondary carer parental leave may commence on the day of birth or placement of the Child.
- (c) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.
- (d) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

36.2.11 Single Period of Parental Leave

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

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

36.2.12 Parental Leave and Other Entitlements

- (a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.
- (b) Unpaid parental leave shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

36.2.13 Keeping In Touch Days

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

36.2.14 Extending Parental Leave

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

37. RETURN TO WORK FROM EXTENDED LEAVE

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

38. RIGHT TO RETURN TO PART TIME WORK

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

39. HOME-BASED WORK ARRANGEMENTS

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

40. JOB SHARE

By agreement between the Chief Executive Officer and affected employees, an employee may reduce his/her hours of work to the level and work pattern as agreed by job share arrangements provided two (2) months written notice is given to the Chief Executive Officer.

All benefits shall be paid pro-rata to part-time employees.

In notification, the employee shall clearly indicate whether the job share is for a fixed period or permanent.

41. BREAST FEEDING

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

42. STUDY LEAVE

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

In addition to all other entitlements in this Agreement, eligible employees shall by prior agreement be entitled to up to 6 days per year paid study leave for the purpose of travelling to or attending approved courses of study.

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

Upon evidence of satisfactory results on the completed year of approved study, the eligible employee will be entitled to reimbursement of up to 75% of tuition or HELP fees, or the sum of \$2,000, whichever is the less as agreed.

Upon successful completion of the study year and the production of receipts, the eligible employee will be entitled to up to \$250 reimbursement against the purchase of basic textbooks.

If a staff member is unable to afford to pay tuition fees at the beginning of the year/semester, an advance of up to 75% of the calendar year fees, up to a maximum of \$2,000 may be made. Employees will be required to pre-authorise reimbursement from payroll entitlements in the event they do not successfully complete the study or terminate their service with Council during the study year.

Approval of studies and re-imburement of fees will take place in accordance with Council approval.

43. FAMILY VIOLENCE

General Principle

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

Definition of Family Violence

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

General Measures

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

Leave

- (a) An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- (b) An employee who supports a person experiencing family violence may take carer’s leave to accompany them to court, to hospital, or to mind children.

Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
- (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the workplace;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

44. SERVICE WITH EMERGENCY SERVICE ORGANISATIONS

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

45. SERVICE WITH ARMED FORCES

Council supports the participation of its employees in the Armed Forces Reserves and will grant leave to allow active participation in the Reserves. Council will provide make up pay to ensure no loss of wages up to a maximum of 2 weeks per annum.

46. UNION TRAINING LEAVE

A union delegate will be entitled to up to 10 days per 2 year period (non accumulative), without loss of pay, to attend courses conducted by an accredited training provider and approved by the union on the following conditions;

- The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of industrial dispute/dispute resolution procedures;
- Reasonable notice is given to the employer by the union delegate;
- The taking of leave is arranged having regard to the operational requirements of the employer;
- The union delegate taking such leave will be paid all ordinary time earnings which normally become due and payable during the period of leave;
- Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

47. ACCIDENT MAKE UP PAY

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

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

48. NO EXTRA CLAIMS

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

The parties will collaborate to address any unintended consequences of consolidating the Gannawarra Shire Council Enterprise Bargaining Agreement – No.9 (2019). No employee will suffer any loss of pay, entitlements or conditions as a result of the consolidation process. If agreement cannot be reached collaboratively in regard to any matter arising under this agreement the Settlement of Disputes clause will apply.

49. JURY SERVICE

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

50. PUBLIC HOLIDAYS

- (a) All employees, except casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Friday before the AFL Grand Final, Christmas Day and Boxing Day, and:
- (b) Melbourne Cup Day or by agreement a local substituted day; and
- (c) Any other additional days, substitute days or half-days as prescribed by the Victorian Government in accordance with the Public Holidays Act 1993 (Vic).
- (d) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (e) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (f) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- (g) An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.
- (h) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.
- (i) Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.
- (j) Except as otherwise provided below, an employee who is required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked: and such payment will be in addition to his/her normal wages for the day.
- (k) If a public holiday as set out above occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that

satisfactory evidence of such illness is furnished to the employer by or on behalf of such employee. This subclause will not apply during a period of unpaid personal/carer's leave.

- (l) Should an employee be rostered off on a day on which a public holiday falls, he/she will be entitled to an equivalent time off in one period without loss of pay not later than three months after the entitlement accrued, and where practicable during the week following.

50.1 Community Services Officers (Specific Engagement)

- (a) Subject to (b) Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.
- (b) An employee who works on a public holiday as part of his/her ordinary working hours will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs
- (c) A Community Services Officer who is rostered off on a public holiday will be entitled to another day off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs.

50.2 Recreation Centre Officers (Specific Engagement)

Recreation Centre Officers will be entitled to all public holidays as prescribed in this clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

50.3 Child Care Workers

If an employee engaged in child care works on a public holiday or, a public holiday occurs on the employees rostered day off, the employee will be paid at ordinary time rates for the time worked and in addition will be entitled to receive:

- (a) One and a half days extra pay, or by agreement between the employer and the employee, equal time off in lieu of the extra one and a half day's pay, to be taken within four weeks of the date of the public holiday; one and half days will be added to the employee's annual leave; or
- (b) In the case of an employee not qualifying for annual leave, one and a half days pay in lieu of annual leave; and
- (c) One and half times the ordinary rate of pay for any work done in excess of eight hours on the public holiday.

50.4 Nurses

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

additional loading of 50% of the employee’s ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in (a) above.

50.5 Kindergarten Teachers – specific provisions are set out in Appendix 5.

51. GENDER EQUALITY

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

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

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

1. Spread of hours

Spread of ordinary hours for the Maternal and Child Health and Immunisation nurses will be 8.00am to 6.00pm.

1.1 Ordinary hours of work

(a) The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

(b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

(c) An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.

(d) Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.

1.2 Rostering

(a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

(b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days' before the commencement of the roster period.

(c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

(d) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

1.3 Saturday and Sunday work

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

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

2. Qualifications allowance

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

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

3. Council Vehicles

The Kerang-based Maternal and Child Health Nurses will be able to access Council Vehicles to use for business purposes during business hours. A review of the access to Council vehicles by the Maternal & Child Health Nurses will be conducted within 6 months of the approval of this agreement, with the aim of ensuring that a vehicle is always available to support the delivery of the service.

Work related use of private vehicles

Cohuna-based Maternal and Child Health Nurse will be reimbursed for all work-related vehicle usage in accordance with the appropriate ATO vehicle reimbursement rate. In circumstances where a private vehicle is used the Employer will pay an employee's excess insurance cost arising from insurance claims for damage to private vehicles occurring whilst undertaking work duties but not including to and from work and reimburse the no claim bonus lost due to making a claim on their personal vehicle insurance. The combined totals of the excess and no claim bonus shall not exceed \$1500 per claim.

4. Car Parking

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

5. Casual/Relief Staff

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

6. Additional Hours: Part Time Employees

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

7. Classifications, Wages Structure and Quantum

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

- (a) Maternal and Child Health Nurse;
- (b) Immunisation Nurse.
- (c) Maternal and Child Health Nurse Team Leader or Coordinator

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

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

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

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

A new 2 year pay structure will apply to Maternal and Child Health Nurses on approval of this agreement. Maternal and Child Health Nurses employed with the Shire as of the date of approval of this agreement will automatically transition to the new Year 2 level.

	July 2022	July 2023	July 2024
Immunisation nurse	\$48.63	\$49.84	\$51.09
MCH - Year 1	\$57.21	\$58.64	\$60.11
MCH - Year 2	\$58.64	\$60.11	\$61.61
MCH – Team Leader (plus 10% of Year 2 rate)	\$64.50	\$66.12	\$67.77

8. Overtime

For full time employees, all overtime worked in excess of the daily or weekly ordinary hours between Monday and Friday, shall be paid in accordance with the overtime rate set out below. (Time and a half for first two hours and double time thereafter). These conditions shall also apply to part time employees who are required to work in excess of 8 ordinary hours on each day. All overtime must have prior approval by the Manager.

8.1 Overtime penalty rates

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

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

Sunday—double time; and

Public holidays—double time and a half

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

(c) Part-time employees

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

8.2 Time off instead of payment for overtime

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

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

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

8.3 Rest period after overtime

(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

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

(c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

8.4 Rest break during overtime

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

8.5 Recall to work when on call

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

8.6 Recall to work when not on call

(a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

(d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

9. Weekends

Should a MCH or Immunisation nurse be required to work ordinary hours on a Saturday they will be paid at time and a half with a minimum of 4 hours payment and double time on a Sunday. If the hours are in excess of the daily or weekly ordinary hours, overtime rates of the weekend rate shall apply.

10. Time in Lieu

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

11. Minimum Payments – Casual Employees

A nurse employed on a casual or sessional basis shall be paid a minimum payment of 3 hours.

12. Superannuation

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

13. Clinical Mentoring

The Council shall offer all new graduate or inexperienced MCH nurses with a minimum of 2 hours, or longer as mutually agreed, clinical mentoring supervision per week for a maximum period of six months from the date of appointment. The required clinical supervision shall be agreed through consultation with the MCH Nurses. The person appointed to act as a clinical supervisor shall be supported by backfilling arrangements during periods of supervision either by a MCH Relieving Nurse or other permanently appointed MCH nurse, provided that such nurse who is appointed to backfill shall not be disadvantaged in terms of additional workloads.

14. Clinical Supervision

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

15. Workloads

- a) Maternal and Child Health Nurses shall not be allocated birth enrolments in excess of 120 enrolment notices per EFT, and pro rata for part time employees. The parties acknowledge the importance of administrative duties as part of the Maternal and Health Nurse role.
- b) 100% MCH relief to be provided where workloads exceed agreed maximum birth enrolments.
- c) Workloads to be reviewed every three (3) months.

16. Lactation Nurse Registration

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

17. Annual Delegates Conference

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

19. On Call Allowance

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

- between rostered shifts or ordinary hours Monday to Friday inclusive– \$22.40;
- between rostered shifts or ordinary hours on a Saturday– \$33.74; or
- between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work– \$39.36.

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

20. Classification of Nurses

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

21. Ceremonial leave

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

22. Transfer of leave

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

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

23. Occupational violence and aggression

Council commits to developing an Occupational Violence and Aggression Policy within 6 months of the approval of this agreement..

APPENDIX 2 – CLAUSES SPECIFIC TO COMMUNITY CARE WORKERS

1. Hours of Work

The normal spread of hours will be 7:30am to 7:30pm, Monday to Friday with a maximum of eight hours per day. The starting and finishing times of ordinary work on any day within the daily spread of hours will be according to the work requirements and relevant roster. Wherever possible, the hours of work on any given day will be continuous.

2. Service Mapping

Wherever possible, clients will be zoned according to service mapping procedures, limiting travel time between jobs. The parties acknowledge that this may limit employee/client choice.

3. Minimum Hours of Work

Employees will be awarded a minimum of one hours pay for “one off” rostered visits. One off rostered visits are relevant when the Community Care Worker has ceased work at least two hours previously. This is a flexible arrangement, whereby the worker may choose to space his/her work, due to other commitments. In this case a one off rostered visit (minimum hour of work) does not apply.

4. Rates of Pay

It is expected that all Community Care Workers will have, or will have the ability to obtain, a Certificate 3 in Home and Community Care (or its equivalent) as a minimum qualification.

Certificate 3 qualified employees will commence at Band 2A and will progress annually through to Band 3D. Unqualified employees will commence at Band 1A and will be offered the opportunity to undertake the relevant certificate 3 training at Council’s expense.

Employees will be paid at the following rates for the prescribed duties:

- Home Care (unqualified) - Band 1
- Home Care (qualified) - Band 2 - 3
- Personal Care (Low needs) - Band 2 - 3
- Respite Care (Low needs) - Band 2 - 3
- Personal Care (High Needs) - Band 3
- Respite Care (High Needs) - Band 3
- Program Coordination - Band 3

Low needs respite will be defined as an instance where:

- the client does not have a challenging behaviour,
- the worker does not need to exercise a high level of decision making skills, and
- the worker does not need to exercise extra skills in negotiation and/or personal care

High needs respite and personal care will be defined as an instance where:

- the client has a challenging behaviour
- the worker does need to exercise a high level of decision making skills, and
- the worker does need to exercise extra skills in negotiation and/or personal care.

Program Coordination will be defined as an instance where:

- Coordination of respite program or planned activity group

Workers will be paid at the relevant banding level applicable to the task undertaken, in accordance with a fortnightly roster.

For permanent part-time employees, the salary applicable during periods of annual leave, sick leave, long service leave and workers compensation leave shall be calculated by taking an average of the hourly rate paid to the employee over the preceding 12 months period. For administrative purposes, each employee's average number of hours will be calculated annually.

5. Agreed Hours

The Council and part time employees will agree in writing on a regular pattern of work, specifying the hours of work spread over a rostered period. There will be a level of flexibility within this arrangement, to allow the Coordination Unit to respond to the service needs of the community. All agreed hour arrangements may be varied as required (by agreement) in order to continue to provide a responsive service to the Gannawarra Shire.

Any additional hours of work will be paid at the ordinary rate of pay, if scheduled within the normal spread of hours, or be paid at overtime rates as prescribed in this Agreement.

The signed timesheet will become the written record of all variations. Council cannot guarantee any regular hours for Casual Employees, and all hours (if any) will be assigned in accordance with the roster on a fortnightly basis.

6. Cancellations

Council will endeavour to make up any lost hours, through client absence, wherever possible, however this cannot be guaranteed.

When jobs are cancelled on the day of the booking, or if the client is found to be absent from their home, a replacement shift will be offered if at all possible otherwise a cancellation fee, the equivalent of 1 hour at ordinary time, will be paid to the employee.

Should a job of 1.5 hours or more be cancelled, and no replacement job be available, the employee will be offered the opportunity to attend the office for an equivalent period of paid training (e-training). This paid training must be completed within the same week of the cancelled job and will be dependent upon the availability of required resources (e.g. computers and/or support staff). Should this opportunity for training not be taken, then the 1 hour cancellation fee will apply.

7. Public Holidays

Part-time employees, as defined in this Agreement, will be awarded all relevant public holidays, and all non-urgent care will be suspended. If a Part-time employee is rostered for active work on a public holiday, s/he will be awarded the relevant rate for the hours worked in addition to the calculated public holiday pay. Public holidays will be paid at the relevant rate, according to the employee's regular roster.

8. Travel Time

Travel time will be paid at the rate of one minute per kilometre for:

- Time spent travelling between the first and subsequent continuous jobs
- Travel in excess of 10 kms from designated starting point (refer Appendix 2, Clause 9) and first job
- All travel between designated starting point and jobs in townships outside of the designated starting point township e.g. Cohuna to Koondrook

Travel allowance (kilometres) and travel time will only be remunerated upon the completion of an approved log sheet/roster.

Travel time for those riding a bicycle will be calculated at the time taken by a vehicle.

9. Designated Starting Point

Each employee upon engagement will be given a designated starting point – this may be their home, the Council Office at Kerang or Cohuna or otherwise as agreed. This starting point will be used to determine excess travel.

An employee may be required to change their designated starting point on a permanent or temporary basis, provided that the change is reasonable in the circumstances and does not unreasonably disadvantage the employee.

Where there is unreasonable disadvantage, the employee and the employer will agree upon a suitable form of compensation. If agreement cannot be reached the matter will be determined by the disputes settling procedures of this Agreement.

10. Sleep Over and 24 Hour Care

Overnight care is a non-active period of duty, where an employee is available to be called to active duty whilst sleeping over at the assigned place of work. Where council requires an employee to sleep over during the course of his/her employment, the following shall apply:

- The allowance will be paid as per Clause 12
- All active duty will be paid at the relevant overtime rate.
- If, during the course of the sleep over the employee is called to active duty more than an four (4) times, the entire period of the sleep over shall be treated as active duty, and the employee shall be paid at the appropriate rate of pay for that period.

Twenty-four (24) hour care may be required for respite or emergency situations. Where an employee agrees to provide twenty-four (24) care, s/he will be paid an allowance of \$200.00 irrespective of the hours of active duty during the night.

11. Uniforms

Council will provide uniforms as per the Council Uniform Policy.

12. Identification

All Employees will be provided with a Council identification badge or card which must be worn at all times whilst working.

APPENDIX 3 – CLAUSES SPECIFIC TO ENGINEERS

1. Definitions

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

2. Professional Engineering Development Program

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

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

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

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

3. Graduate Engineers

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

APPENDIX 4 – CLAUSES SPECIFIC TO OPERATIONAL SERVICES

1. Working in Heat

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

2. Rostered Day Off (RDO)

All full time employees shall be entitled to a rostered day off (RDO) per two (2) week cycle except where agreed through a Senior Executive Officer’s contract, or through an Annualised Salary Arrangement, as per this Agreement.

3. Time in Lieu (TIL)

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

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

4. Depot Classifications

Outdoor Worker

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

Crew Leader

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

Mechanics

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

Team Leaders

Team Leader positions shall be paid at Band 5.

5. Allowances

General Depot Allowance

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

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

Industry allowance

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

Trade allowance

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

Stand-by allowance

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

APPENDIX 5 – CLAUSES SPECIFIC TO KINDERGARTEN TEACHERS

1. Employment Categories

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

1.1 Full-time Employee

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

1.2 Part-time Employee

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

1.3 Casual, Emergency and Relief Employment

1.3.1 An Emergency Early Childhood Teacher means an employee appointed to meet a sudden emergency, replacing an Early Childhood Teacher for periods up to and including 4 days. Where a permanent part time employee agrees to provide emergency relief this shall subject to clause 2.9.

1.3.2 A Relief Early Childhood Teacher means an employee appointed on a temporary basis for a pre-arranged period of more than 4 days on a full-time or part-time basis, and shall receive the same entitlements specified in this Agreement as applied to the employee she/he is replacing.

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

2. Classifications and Wage Rates

2.1 Application of Incremental Range - Early Education Teachers

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

(a) 3 year Early Childhood Teaching Degree or Diploma (employed on or before 17/2/2006)

(b) 4 year Early Childhood Teaching degree

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

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

- 2.1.2 An Early Childhood Teacher holding a 3 year Early Childhood Teaching Degree or Diploma, employed as an Early Education Teacher after 17/2/2006 may proceed under the rules of progression to a maximum of Accomplished Level 2-4.

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

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

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

- 2.1.4 Early Education Teachers (Primary) who obtain a minimum equivalent further one year of full-time tertiary early childhood studies shall be entitled to access the rates set out for Early Education Teachers and will translate in accordance with clause 2.7.2 provided that the combined qualifications of the employee after obtaining the additional qualifications are equivalent to those noted in 2.1.1

2.2 Early Childhood Teacher Incremental Progression Within Each Classification - Professional Development and Enhancement Program

- 2.2.1 Progression through the levels within a classification range (Graduate, Accomplished or Exemplary) shall be on the basis of the completion of 12 months service and the required quantum of professional development as provided in 2.3.3.

- 2.2.2 From the date of certification of this Agreement, in determining the total time to qualify as service for the next increment in the case of an Early Childhood Relief Teacher as defined, including a Replacement Employee, periods of employment of less than four weeks in anyone kindergarten shall not be taken into account.

2.3 Professional Development and Enhancement Program

- 2.3.1 A shared contribution to professional development shall be consistent with the principles in Clause 15 of this Agreement, and both employees and employers will contribute to the achievement of agreed professional development objectives.

- 2.3.2 It is acknowledged that teachers make a contribution of their own time and resources and that in addition to the provision of paid time for teachers to undertake professional development, as provided at 2.3.5 and 2.3.12 an employer may reimburse or meet part or all of the costs of professional development.

- 2.3.3 Full-time employees shall be required to complete 4 days of professional development activities in the 12 months immediately preceding their incremental anniversary date (pro-rata part-time employees). These obligations shall continue apply to employees who have reached the top of their respective classification.

- 2.3.4 The 4 professional development and enhancement program days shall include 2 child free days.
- 2.3.5 The determination of professional development activities undertaken on the 2 child free days shall be established within the context of the objectives contained within employees' professional development and enhancement plans.
- 2.3.6 An employer may utilise one of the two childfree days for a formal professional development activity such as a staff conference the scheduling of which shall be determined in consultation with staff. Employees will be expected to attend the employer's professional development day if it is the employees' .allocated child free day. The employer when determining the program for that day shall consider the professional development objectives of their employees.
- 2.3.7 An employee, when determining the professional development activity for the second child free day, may choose to participate in additional employer provided professional development of the nature referred to on 2.3.6 should this be available. However they are not obliged to do so and may participate in other professional development activities that meet their agreed professional development objectives in consultation with the employer.
- 2.3.8 As part of the PDEP, employees should identify professional development and enhancement activities to be undertaken which relate to their identified objectives determined in consultation with the employer support their learning and improve their capacity to undertake their role effectively.
- 2.3.9 In establishing their plan and identifying appropriate professional development and enhancement activities, the employee shall, where applicable, take into account:
- (a) their professional and work related goals
 - (b) their professional learning and training need in the context of skill development and acquisition and the teacher standards
 - (c) the particular needs of the children and families within the service.
 - (d) the organisational needs of the employer
- 2.3.10 The employee shall prepare their PDEP within three months of their incremental anniversary date each year, a copy of this plan shall be provided to the employer for approval, and the employer shall record their endorsement of the PDEP.
- 2.3.11 An employee, when scheduling one or more of the child free days, shall advise the employer of the professional development activity they seek to undertake and seek the employer's approval of the scheduling of that day(s) to ensure that the professional development does not interrupt the kindergarten program. Approval shall not unreasonably be withheld.
- 2.3.12 In scheduling the remaining professional development activities the employee may use unpaid time but may also use paid time by agreement with the employer.

- 2.3.13 Prior to the end of the PDEP cycle the employee shall provide evidence to the employer of the completion of the required professional development.
- 2.3.14 The employer shall confirm in writing to the employee their successful completion of requirements leading to an incremental progression.
- 2.3.15 Where an employee changes employment during the course of their incremental year, the employee shall provide to their new employer a copy of their PDEP plan approved by the former employer as well as details of all professional development and enhancement activities already undertaken. The new employer shall ensure that the PDEP plan of the teacher accommodates their organisational needs. The PDEP plan remains in force for the remainder of that incremental year. Provided further, that the new employer may request a revised PDEP plan be submitted within a three month period in which case the employee shall retain full credit for all professional development and enhancement activities completed under the PDEP plan with the former employer.
- 2.3.16 Where an employee fails to complete the required quantum of professional development within the relevant period, her/his incremental progression may be deferred for periods of up to three months at a time in order to provide the opportunity for the employee to complete the required professional development. Any deferral should be documented by the employer in writing and a copy provided to the employee. On the completion of the required professional development the increment shall proceed from that date after suitable documentary evidence is provided to the employer. This date becomes the employees' new incremental anniversary date.
- 2.3.17 Situations may arise where the failure to undertake the required quantum of professional development may be for reasons beyond the control of the employee and which directly affect the capacity of the employee to undertake their professional development activities, such as, but not limited to, extended absences on paid sick leave. In such cases where requested by the employee in writing within three months of the end of the incremental year, the employer will provide the employee with an opportunity to undertake the quantum of professional development within a further period of three months from the date of the employer giving its approval. Provided the employer subsequently deems the employee to have met the requirements within the agreed extended time period, any increase in wage rates will be backdated to the employee's incremental anniversary date.
- 2.3.18 Situations may arise where employees are unable to undertake the required quantum of professional development due to continuous paid absences of illness or injury during the entire incremental year. In this case the employer will seek to ensure the employee is not disadvantaged in relation to an entitlement to increment.
- 2.3.19 Where an employee feels aggrieved about any decision undertaken throughout the process outlined in this clause, the employee may appeal that decision through the processes as provided within Clause 21 - Prevention and Settlement of Disputes.

2.4 Provisions for Relief and Replacement Early Childhood Teachers Incremental Progression Within Each Classification - Professional Development and Enhancement Program

- 2.4.1 In order to determine the relevant quantum of professional development for a Relief Early Childhood Teacher the incremental year will be divided into two six month periods of service, 1 January - 30 June and 1 July - 31 December.
- 2.4.2 The quantum of professional development to be completed by a Relief Early Childhood Teacher in each six month period shall be based on the average weekly hours of service in the immediately preceding six month period.
- 2.4.3 In order to fulfil the provisions of this clause, a Relief Early Childhood Teacher shall maintain a log of service for each period of employment, including the name of the service, dates of commencement and cessation of employment and hours of employment.
- 2.4.4 Evidence of eligibility for increment entitlements shall be provided by Statutory Declaration by the teacher concerned.

2.5 Early Childhood Teacher Incremental Progression - Progression Between Classification Levels

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

Application Process

- 2.5.1 No more than six months prior to their eligibility for reclassification, a teacher may submit a 'Notice of Intention' to apply for validation. A copy of the notice shall be provided by the teacher to the employer.
- 2.5.2 The teacher will prepare all relevant evidentiary material and documentation pertinent to the standards for the classification into which they seek to be reclassified. This information shall be included with the 'Application for Validation' to detail how the required standards
- 2.5.3 The teacher shall complete and submit the 'Application for validation' no less than three months prior to their incremental anniversary date
- 2.5.4 The teacher may withdraw the application at any time and they shall advise the employer in writing of their decision.
- 2.5.5 A validator shall undertake a review of the material provided by the teacher in the context of the relevant standards. Once the application, including the supporting material, has been assessed the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating their recommendation and provide a copy to the employer.
- 2.5.6 The employer shall consider the teacher's 'Application for Validation' and the validator's recommendation, and complete the 'Employer Section' of the 'Application

for Validation', indicating their view, and return it to the validator within 21 days of the date it was received by the employer.

- 2.5.7 Where the recommendations of the validator and the employer unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted from their incremental anniversary date.
- 2.5.8 Notwithstanding the provisions of 2.5.7 where an 'Application for Validation' is submitted less than 3 months prior to the teachers' incremental anniversary date, reclassification and the associated salary adjustment shall be delayed by the same period.

Extensions of time

- 2.5.9 A once only extension of time of up to 4 weeks may be provided by a validator where, having considered the 'Application for Validation', the validator determines that particular requirement(s) have not been met by the teacher. Confirmation of the extension of time shall be provided in writing by the validator to both the teacher and the employer.
- 2.5.10 Where an extension of time is provided, the validator shall provide the teacher with specific information and reasons about the particular standard(s) that have not been met and the teacher shall address these specific issue(s).
- 2.5.11 On or before the expiry of the extension period, the teacher shall provide to the validator a second submission of evidence to support their application for reclassification.
- 2.5.12 The validator shall undertake a review of the second submission provided by the teacher in the context of the particular standard(s) previously determined not to have been met.
- 2.5.13 Having determined whether, in their view, the teacher has now met the standards, the validator shall complete the 'Validators Section' of the 'Application for Validation', indicating the validators' recommendation and provide a copy to the employer.
- 2.5.14 The employer shall consider the teacher's 'Application for Validation' and the recommendation of the validator, complete the 'Employer Section' of the 'Application for Validation', indicating their view, and return it to the validator within 21 days of the date it was received by the employer
- 2.5.15 Where the recommendations of the validator and the employer unanimously endorse the application for reclassification, the validator shall confirm reclassification in writing to both the teacher and the employer. The teacher's incremental anniversary date shall be adjusted by the period of the extension of time and the salary increased from that date.

Non-unanimous Recommendations for Reclassification

- 2.5.16 In the case where the recommendations of the validator and employer are not unanimous, a second validator shall undertake a site visit and determine whether, in the second validator's view, the requirements in dispute have been met.
- 2.5.17 Following the site visit, where in the view of the second validator the requirements for reclassification have been met, the second validator will endorse the 'Application for Validation' and forward a copy to the employer.
- 2.5.18 The employer shall reconsider the teacher's 'Application for Validation' and the second validator's endorsement, complete the 'Employer Section' of the 'Application for Validation', indicating their view, and return it to the second validator within 21 days of the date it was received by the employer.
- 2.5.19 Where the recommendations of the second validator and the employer unanimously endorse the application for reclassification, the second validator shall confirm the successful reclassification in writing to both the teacher and the employer. The teacher's salary shall be adjusted and, provided the application was made by the teacher within the prescribed timeframes prior to the incremental anniversary date, backdated to the teacher's incremental anniversary.
- 2.5.20 Where in the view of the second validator the requirements for reclassification have not been met, the second validator will advise the teacher and employer in writing.
- 2.5.21 In the circumstances as provided by 2.5.20 the teacher shall not be eligible to reapply for reclassification for 6 months from the date of the second validator's decision.
- 2.5.22 Where the recommendations of the validator and the employer are not unanimous the matter will be determined by the Validation Resolution Committee (VRG).
- 2.5.23 The VRC shall attempt to resolve disputes where an employer does not approve an application made by an early education teacher for validation to the next classification level but whose application is endorsed by the validator. In the absence of agreement, the Chair of the VRC will make a determination in the matter by way of recommendation which shall be accepted. In performing this function, the Chair will inform him/herself of the relevant matters in such manner as he/she considers just. No appeal under the Fair Work Act (Cth) or otherwise will be available against the determination of the Chair.
- 2.5.24 Where the recommendations of the validator and employer are not unanimous the matter will be determined by the Validation Resolution Committee (VRC).

2.6 Early Childhood Teacher - Application of Incremental Range Following Re-employment

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

2.7 Proof of Qualification and Movement to Appropriate Increment Range

2.7.1 Early Education Teachers who hold a 3 year qualification who are employed within the Early Education Teacher classification (Graduate or Accomplished Levels) and who produce proof of their successful completion of a course leading to a four year Early Childhood Teaching Degree or equivalent as approved by the Victorian Branch of Early Childhood Australia shall be entitled to move to the next level in the Early Education Teacher classification from the date upon which this proof was produced to the employer.

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

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

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

2.8 Emergency teachers

Hours of duty shall be determined according to the following:

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

At the expiration of a 4 day period, if the teacher is to remain in the same position he/she will be employed and paid as a Relief Early Childhood teacher.

2.9 Additional Hours - Permanent Part-time Early Childhood Teachers

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

2.9.2 A permanent part-time teacher may agree, but shall not be compelled, to work additional hours for the employer to provide emergency replacement up for a period of up to and including 4 days provided that in doing so their hours do not exceed the equivalent of a full-time employee.

2.9.3 Hours of duty shall be determined according to the following:
time allocated as Teaching Time; plus

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

2.9.4 At the expiration of a 4 day period, if the Teacher is to remain in the same position, he/she shall be employed and paid as a Relief Early Childhood Teacher.

2.9.5 A teacher undertaking additional hours as an emergency teacher under the provisions of this clause shall be paid at their normal rate of pay (according to Schedule1) with a 25% loading. This loading shall be in lieu of entitlements to annual leave, annual leave loading, carers leave, bereavement/compassionate leave and personal sick leave whilst undertaking the position of an emergency teacher.
Provided however any such payment shall not be at a rate lower than that applicable to an employee engaged under the provisions of clause 1.3.1 and 2.8.

2.10 Relief Early Childhood Teacher and Replacement Employee

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

3. Saturday Work Rates – Early Childhood Teachers

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

4. Allowances and Reimbursements

4.1 Meal Allowance

An employee required to work on Saturday for longer than four hours or in excess of nine continuous hours on any day or after 6.00 p.m. shall either be paid an amount equivalent to 1% of the weekly Graduate 1.1.A rate or supplied with a meal.

4.2 Protective Clothing

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

4.3 Police Checks

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

employer has noted the number and sighted the document, be the property of the relevant employee.

4.4 Travel Reimbursement

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

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

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

4.5 Early Education Teacher in Charge

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

5. Hours of Work

5.1 Weekly Hours

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

5.2 Total Hours of Employment

(a) The total hours of employment for an Early Education Teacher consist of:

Teaching time, and
Non teaching time, and
Management Support/Ancillary (where allocated).

(b) The employer will determine the duties to be allocated to an employee and the time to perform the duties, including teaching and non-teaching duties.

(c) The employer shall provide in writing to the employee a statement of the employee's total paid hours into Teaching time, Non-teaching time and, where allocated, Management Support/Ancillary time.

5.3 Implementation of Arrangement of Hours

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

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

Whilst generally the provisions of the Arrangement of Hours will be applied across the 38 hour week, from 2010 it may be applied across a 76 hour fortnight provided that the specified proportions of Teaching and Non-Teaching time are maintained.

5.4 Early Childhood Teacher - Teaching and Non-teaching

(a) The employer shall recognise the professional responsibility of an employee to determine the specific functions and time management within these hours of working in order to provide a quality educational program for children.

(b) In order to undertake tasks related to teaching, an Early Education Teacher appointed by an employer to be responsible for the planning and implementation of the early childhood education program, will be entitled to 30 minutes non-teaching time to a maximum of 12.5 hours per week in addition to each hour allocated to teaching time to a maximum of 25.5 hours per week

(c) Non-teaching time shall consist of at least one rostered 2 hour block of time per week for a full-time Early Education Teacher and pro-rata for a part-time Early Education Teacher.

5.5 Early Childhood Teacher - Management Support/Ancillary

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

6. Allocation of Hours for Organisational Activities

Early Childhood Teachers shall be entitled to a maximum of 2 child free days each preschool year for full-time employees and pro-rata for part-time without deduction of pay. These days form part of the employee's ordinary hours of work and are to be used for organisational activities as approved by the employer.

These days will normally be allocated as:

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

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

7. Group Sizes and Caseload

7.1 Preamble

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

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

7.2 Group Size

The group size for an Early Education Teacher shall:

- (a) not exceed 30 four year old children in anyone group;
- (b) not exceed 23 three year old children in anyone group
- (c) consider registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.

7.3 Caseloads for Full-time Early Childhood Teachers

7.3.1 Employed in four year old kindergarten programs.

The caseload for a full time an Early Education Teacher with responsibility solely for a four year old kindergarten program shall not exceed 60 children.

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

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

7.3.3 Caseloads for Part-time Early Childhood Teachers

(a) The caseload for part time Early Education Teachers shall be determined in accordance with the caseload range taking into account the recommended ratios.

(b) The caseload for a part time Early Education Teacher with responsibility solely for one four year old kindergarten group shall not exceed 30 children and may be set within the range of 27 - 30 children

(c) In establishing the caseload of an Early Education Teacher, within the caseload range the employer may take into account factors such as registration limitations, the inclusion of children with additional/special needs and/or those of non English speaking background.

(d)Caseload Range

Hours of Work	Only Four Year Old Kindergarten Groups	Both Four and Three Year Old Kindergarten Groups
28.5 to 38 hours	45 to 58 children	56 to 74 children
19 to 28.5 hours	30 to 44 children	38 to 56 children
9.5 to 18.5 hours	15 to 29 children	19 to 37 children

(e) The caseload for a part-time Early Education Teacher working solely with four year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 40 minutes employment for each enrolled child in 2009 and 38 minutes for each enrolled child thereafter.

(f) The caseload for a part-time Early Education Teacher working both with four year old and three year old kindergarten groups shall be determined in accordance with the table above and giving consideration to the recommended ratio of 32 minutes of employment for each enrolled child in 2009 and 30.4 minutes thereafter

(g) Notwithstanding clause (f) above, where a part-time Early Education Teacher has responsibility for one four year old kindergarten group and one three year old kindergarten group attending once per week for less than 4 hours per week, the recommended ratio of 23.75 minutes may be utilised.

7.3.4 Variations

(a) Caseloads may be varied where there is agreement by the employer and employee or in circumstances such as isolated/rural centres and service viability.

(b) Where a variation occurs the details of the variation shall be documented and a copy provided to the employee(s).

7.4 Rescheduling of Hours of Work

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

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

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

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

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

8. Meal and Other Breaks

8.1 Between Attendance Periods

- (a) Where one teacher works two consecutive attendance periods with different groups of children in anyone day, there shall be a break of not less than 60 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (b) Where there are two teachers working consecutive attendance periods with different groups of children in anyone day, there shall be a break of not less than 45 minutes between the conclusion of one attendance period and the commencement of another attendance period.
- (c) Provided that where an employee genuinely agrees with the employer to a break of no less than 30 minutes between the conclusion of one attendance period and the commencement of another attendance period, the provisions of (a) or (b) above shall not apply and the balance of the time prescribed in (a) or (b) above shall be rescheduled in accordance with clause 7.4.3.

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

8.2 Breaks from Teaching Duties

- (a) No teacher shall work for longer than 5.5 hours from commencement of work, without a break from teaching duties of 45 minutes duration.

- (b) Where a teacher genuinely agrees with the employer to a break from teaching duties of no less than 30 minutes duration, the balance of the time prescribed in (a) above shall be rescheduled in accordance with clause 7.4.3.

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

- (c) Provided further that where a teacher genuinely agrees with the employer to delay the break from teaching duties to no later than 6 hours from the commencement of work, the provisions of (a) above shall not apply.

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

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

8.3 Documentation of agreed variations

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

8.4 Withdrawal Period

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

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

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

9. Annual Leave

- 9.1 A full-time or part-time early childhood teacher, except those on leave without pay shall be entitled without deduction of pay, to term holidays as set by the Department of Education and Early Childhood Development.

- 9.2 Where seasonal community needs require, term dates may be rescheduled provided that such rescheduling of holiday periods shall be by agreement between the employer and the employee. Nothing in this clause lessens the quantum of leave or the duration of the blocks of leave to be taken.
- 9.3 An Early Childhood Teacher employed in a long day care centre, shall be entitled to the same quantum of leave as provided in school holidays as gazetted by the Department of Education and Early Childhood Development.
- 9.3.1 Such leave, if not taken as specified in sub-clause 9.1 may be taken as follows:
- (a) One block of four weeks during the Christmas/New Year school holidays period (unless rescheduled by mutual agreement); and
 - (b) 11 Programmed Days Off being one in each four week period; and
 - (c) the balance to be taken by mutual agreement but in no less than single day periods. Provided that where mutual agreement cannot be reached on the scheduling of the balance of days they shall be taken during the school holidays as gazetted.
- 9.3.2 Provided further however that by mutual agreement, reviewed annually, an employee may agree to the buyout, all or in part, of the leave in excess of the four week period as at 9.1 above. Buyout shall mean that the teacher may work through the agreed period of the term break and shall be paid salary at double time for such period.
- 9.4 Payment for the holidays mentioned in clause 9.1 hereof shall be paid in advance on the last day of first, second, third and fourth terms provided that where payment is made by electronic funds transfer, payments in respect of holidays may be made throughout the period of leave in accordance with the normal pay arrangement. Provided further that where an employee requests payment in advance in accordance with the provisions of this clause, then such payment shall be made.
- 9.5 Notwithstanding anything elsewhere contained in this clause, when an early childhood teacher employee is employed for part only of the calendar year, on termination or at the conclusion of the calendar year that employee shall be paid at the current wage rate applicable to her/him and in addition to all other amounts due, an amount for accrued pro rata holiday entitlement.
- 9.6 The following formula shall be used to calculate the pro rata holiday entitlements:
- | | | | | |
|---|---|----------------------------------|---|------------------------|
| No. of weeks worked by
<u>teacher during term time</u> | x | Weeks of term
<u>holidays</u> | = | teacher
entitlement |
| No. of weeks of term
time per annum | | 1 | | in weeks |
- 9.7 This entitlement shall be reduced for any annual leave which has already been paid to the employee during the year.

- 9.8 Any outstanding balance remaining shall be the pro rata holiday entitlement expressed in weeks and paid at the current weekly wage rate applicable immediately prior to termination or commencement of leave.

10. Annual Leave Loading

- 10.1 In addition to the entitlements to annual leave prescribed in this Agreement, all full-time and part time early childhood teachers shall be entitled to an annual leave loading of 17 1/2 per cent, calculated on the "years level" applicable to the individual employee.
- 10.2 Such loading shall be applied on a maximum of four weeks' annual leave or the entitlement calculated under clause 9.6, whichever is the lesser.
- 10.3 Annual leave loading shall be payable during December of each year and no later than the last pay day prior to the commencement of leave, or on termination of employment.

11. Public Holidays

- 11.1 Any full-time or part-time employee shall be entitled to the following holidays as prescribed in Victoria without loss of pay:
* New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and One other day to be specified according to State or locality or on some other basis.
- 11.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 11.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 11.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 11.5 Where Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on a substitute day if prescribed by the State Government.
- 11.6 Where the State or locality declares or prescribes public holidays on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.
- 11.7 An employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees within the employer who are covered by this Agreement shall constitute agreement. Such agreement shall be recorded in writing and be made available to every affected employee.

12. Bereavement/Compassionate Leave

- 12.1 Immediate Family or Household

The entitlement to use bereavement leave/compassionate leave in accordance with this clause is

subject to the person being either:

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

- 12.2 An employee is entitled to three days paid leave on each occasion if a member of the employee's immediate family or household dies or is seriously ill.
- 12.3 Each day or part of a day used under this clause is deducted from the amount of bereavement/compassionate leave under clause 12.2
- 12.4 In the case of the death of a family member such leave shall be up to and including the day of the funeral. If requested, proof of a death of a relative shall be furnished by the employee to the satisfaction of the employer. In the case of serious illness, the employee shall furnish the employer with a medical certificate stating that a serious illness is occurring within the family. Provided however that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 12.5 By agreement with the employer, an employee may take unpaid bereavement leave in addition to the 3 days paid leave as provided at 12.2

13. Carer's Leave

- 13.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal sick leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.
- 13.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 13.3 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 13.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 13.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 13.6 Each day or part of a day of carer's leave taken in accordance with this clause of this clause is to be deducted from the amount of personal sick leave provided in clause 15 of this Agreement.

- 13.7 By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal sick leave for the purposes set out in this clause, beyond the limit set out in clause 13.1 In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.
- 13.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

14. Caring Responsibilities – Casual Employees

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

- 14.1 Subject to the evidentiary and notice requirements in 12.4 and 13, casual employees are entitled to not be available to attend work, or to leave work:
- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - upon the death of an immediate family or household member.
- 14.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (Le. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 14.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

15. Personal Sick Leave

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

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

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

- 15.2 For each period of sick leave which exceeds 22.8 working hours, a satisfactory certificate by a duly qualified medical practitioner or dentist shall be required, stating the nature of the

illness or injury or, at the discretion of the medical practitioner or dentist, the cause of the absence and the probable duration.

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

- 15.3 Where an employee is absent due to personal illness or injury he/she shall notify the employer of such absence as soon as is practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first part of such absence the employee shall inform the employer within 24 hours of the commencement of such absence.
- 15.4 Provided further that for any absences, either the working day before or the working day after a public holiday, an employee shall be required to provide a certificate of a duly qualified medical practitioner or dentist.
- 15.5 An employer shall not withhold payment of sick leave until all reasonable steps have been taken to investigate the employee's lack of advice regarding their absence from duty. Such an investigation must provide the employee with the opportunity to give reason as to why notification was not given.
- 15.6 The employer must provide and inform employees of the procedure for the notification by employees of their inability to attend work due to sickness or injury. All such notifications, as well as records of time taken by the employee, shall be kept by the employer.
- 15.7 If the full period of sick leave as prescribed is not taken in any one year, such portion as is not taken shall be fully cumulative.

16. Infectious Disease Leave

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

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

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

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

	• Whooping Cough	
--	------------------	--

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

17. Roles and Responsibilities Early Childhood Teachers

17.1 Graduate Teachers

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

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

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

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

17.2 Accomplished Teachers

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

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

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

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

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

17.3 Exemplary Teachers

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

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

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

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

APPENDIX 6 – CLAUSES SPECIFIC TO POOL EMPLOYEES

1. Ordinary hours of work

Ordinary hours of work are 38 per week. Days on which ordinary hours can be worked are Monday to Sunday. The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 5.00 am and 10.00 pm. An employee may work ordinary hours outside of the span provided in this clause, provided the employee is paid overtime rates in accordance with this Agreement.

2. Classifications

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

Classification	July 2022	July 2023	July 2024
Lifeguard	\$23.77	\$24.56	\$25.35
Pool Supervisor	\$24.82	\$25.61	\$26.40

3. Junior rates

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

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

4. Breaks

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

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

5. Weekends

Employees will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00 am and 10.00 pm. All other weekend hours for such employees will be paid at overtime rates as per this Agreement.

6. Public Holidays

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

7. Qualifications

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

8. Uniforms

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

APPENDIX 7 – WAGE RATES

All Staff (except Depot, Kindergarten Teachers, Nurses and Pool Employees)

BAND	July 2022 (2.0% or \$25)				July 2023 (2.5% or \$30)				July 2024 (2.5% or \$30)			
	INCREASE (WK)	WAGE(WK)	WAGE (HR)	WAGE (PA)	INCREASE (WK)	WAGE(WK)	WAGE (HR)	WAGE (PA)	INCREASE (WK)	WAGE(WK)	WAGE (HR)	WAGE (PA)
1A	25.00	1,024.79	26.97	\$ 53,289.08	\$ 30.00	1054.79	27.76	\$ 54,849.08	\$ 30.00	1084.79	28.55	\$ 56,409.08
1B	25.00	1,035.64	27.25	\$ 53,853.28	\$ 30.00	1065.64	28.04	\$ 55,413.28	\$ 30.00	1095.64	28.83	\$ 56,973.28
1C	25.00	1,046.38	27.54	\$ 54,411.76	\$ 30.00	1076.38	28.33	\$ 55,971.76	\$ 30.00	1106.38	29.12	\$ 57,531.76
1D	25.00	1,057.11	27.82	\$ 54,969.72	\$ 30.00	1087.11	28.61	\$ 56,529.72	\$ 30.00	1117.11	29.40	\$ 58,089.72
2A	25.00	1,072.81	28.23	\$ 55,786.12	\$ 30.00	1102.81	29.02	\$ 57,346.12	\$ 30.00	1132.81	29.81	\$ 58,906.12
2B	25.00	1,086.52	28.59	\$ 56,499.04	\$ 30.00	1116.52	29.38	\$ 58,059.04	\$ 30.00	1146.52	30.17	\$ 59,619.04
2C	25.00	1,101.68	28.99	\$ 57,287.36	\$ 30.00	1131.68	29.78	\$ 58,847.36	\$ 30.00	1161.68	30.57	\$ 60,407.36
3A	25.00	1,115.94	29.37	\$ 58,028.88	\$ 30.00	1145.94	30.16	\$ 59,588.88	\$ 30.00	1175.94	30.95	\$ 61,148.88
3B	25.00	1,141.86	30.05	\$ 59,376.72	\$ 30.00	1171.86	30.84	\$ 60,936.72	\$ 30.00	1201.86	31.63	\$ 62,496.72
3C	25.00	1,169.53	30.78	\$ 60,815.56	\$ 30.00	1199.53	31.57	\$ 62,375.56	\$ 30.00	1229.53	32.36	\$ 63,935.56
3D	25.00	1,191.45	31.35	\$ 61,955.40	\$ 30.00	1221.45	32.14	\$ 63,515.40	\$ 30.54	1251.99	32.95	\$ 65,103.29
4A	25.00	1,203.05	31.66	\$ 62,558.60	\$ 30.08	1233.13	32.45	\$ 64,122.57	\$ 30.83	1263.95	33.26	\$ 65,725.63
4B	25.00	1,228.07	32.32	\$ 63,859.64	\$ 30.70	1258.77	33.13	\$ 65,456.13	\$ 31.47	1290.24	33.95	\$ 67,092.53
4C	25.00	1,259.74	33.15	\$ 65,506.48	\$ 31.49	1291.23	33.98	\$ 67,144.14	\$ 32.28	1323.51	34.83	\$ 68,822.75
4D	25.16	1,283.13	33.77	\$ 66,722.73	\$ 32.08	1315.21	34.61	\$ 68,390.80	\$ 32.88	1348.09	35.48	\$ 70,100.57
5A	25.91	1,321.18	34.77	\$ 68,701.12	\$ 33.03	1354.20	35.64	\$ 70,418.65	\$ 33.86	1388.06	36.53	\$ 72,179.12
5B	27.22	1,388.20	36.53	\$ 72,186.38	\$ 34.70	1422.90	37.44	\$ 73,991.04	\$ 35.57	1458.48	38.38	\$ 75,840.81
5C	28.64	1,460.61	38.44	\$ 75,951.69	\$ 36.52	1497.12	39.40	\$ 77,850.48	\$ 37.43	1534.55	40.38	\$ 79,796.74
5D	29.99	1,529.49	40.25	\$ 79,533.48	\$ 38.24	1567.73	41.26	\$ 81,521.82	\$ 39.19	1606.92	42.29	\$ 83,559.86
6A	31.48	1,605.67	42.25	\$ 83,495.04	\$ 40.14	1645.82	43.31	\$ 85,582.41	\$ 41.15	1686.96	44.39	\$ 87,721.97
6B	32.88	1,676.98	44.13	\$ 87,203.06	\$ 41.92	1718.91	45.23	\$ 89,383.14	\$ 42.97	1761.88	46.37	\$ 91,617.72
6C	34.28	1,748.51	46.01	\$ 90,922.76	\$ 43.71	1792.23	47.16	\$ 93,195.83	\$ 44.81	1837.03	48.34	\$ 95,525.72
7A	35.33	1,801.94	47.42	\$ 93,700.99	\$ 45.05	1846.99	48.61	\$ 96,043.52	\$ 46.17	1893.17	49.82	\$ 98,444.61
7B	36.67	1,870.00	49.21	\$ 97,239.82	\$ 46.75	1916.75	50.44	\$ 99,670.82	\$ 47.92	1964.67	51.70	\$ 102,162.59
7C	38.07	1,941.32	51.09	\$ 100,948.38	\$ 48.53	1989.85	52.36	\$ 103,472.09	\$ 49.75	2039.59	53.67	\$ 106,058.89
7D	39.47	2,012.85	52.97	\$ 104,668.08	\$ 50.32	2063.17	54.29	\$ 107,284.78	\$ 51.58	2114.75	55.65	\$ 109,966.90
8A	41.01	2,091.36	55.04	\$ 108,750.56	\$ 52.28	2143.64	56.41	\$ 111,469.33	\$ 53.59	2197.23	57.82	\$ 114,256.06
8B	42.55	2,169.87	57.10	\$ 112,833.05	\$ 54.25	2224.11	58.53	\$ 115,653.88	\$ 55.60	2279.72	59.99	\$ 118,545.23
8C	44.18	2,253.24	59.30	\$ 117,168.54	\$ 56.33	2309.57	60.78	\$ 120,097.76	\$ 57.74	2367.31	62.30	\$ 123,100.20
8D	45.91	2,341.27	61.61	\$ 121,745.89	\$ 58.53	2399.80	63.15	\$ 124,789.54	\$ 59.99	2459.79	64.73	\$ 127,909.28

Depot Staff

BAND	CURRENT	Increase (Wk)	July 2022 (2.0% or \$25)				July 2023 (2.5% or \$30)				July 2024 (2.5% or \$30)					
			General Allowance	WAGE(WK)	WAGE (HR)	WAGE (PA)	INCREASE (WK)	General Allowance	WAGE(WK)	WAGE (HR)	WAGE (PA)	INCREASE (WK)	General Allowance	WAGE(WK)	WAGE (HR)	WAGE (PA)
Depot				Includes Allow				Includes Allow					Includes Allow			
2A	\$ 1,047.81	\$ 25.00	\$ 81.68	\$ 1,154.49	30.38	\$ 60,033.56	\$ 30.00	\$ 83.72	1186.53	31.22	\$ 61,699.75	\$ 30.00	\$ 85.82	1218.63	32.07	\$ 63,368.59
2B	\$ 1,061.52	\$ 25.00	\$ 81.68	\$ 1,168.20	30.74	\$ 60,746.48	\$ 30.00	\$ 83.72	1200.24	31.59	\$ 62,412.67	\$ 30.00	\$ 85.82	1232.34	32.43	\$ 64,081.51
2C	\$ 1,076.68	\$ 25.00	\$ 81.68	\$ 1,183.36	31.14	\$ 61,534.80	\$ 30.00	\$ 83.72	1215.40	31.98	\$ 63,200.99	\$ 30.00	\$ 85.82	1247.50	32.83	\$ 64,869.83
3A	\$ 1,090.94	\$ 25.00	\$ 81.68	\$ 1,197.62	31.52	\$ 62,276.32	\$ 30.00	\$ 83.72	1229.66	32.36	\$ 63,942.51	\$ 30.00	\$ 85.82	1261.76	33.20	\$ 65,611.35
3B	\$ 1,116.86	\$ 25.00	\$ 81.68	\$ 1,223.54	32.20	\$ 63,624.16	\$ 30.00	\$ 83.72	1255.58	33.04	\$ 65,290.35	\$ 30.00	\$ 85.82	1287.68	33.89	\$ 66,959.19
3C	\$ 1,144.53	\$ 25.00	\$ 81.68	\$ 1,251.21	32.93	\$ 65,063.00	\$ 30.00	\$ 83.72	1283.25	33.77	\$ 66,729.19	\$ 30.00	\$ 85.82	1315.35	34.61	\$ 68,398.03
3D	\$ 1,166.45	\$ 25.00	\$ 81.68	\$ 1,273.13	33.50	\$ 66,202.84	\$ 30.00	\$ 83.72	1305.17	34.35	\$ 67,869.03	\$ 30.54	\$ 85.82	1337.80	35.21	\$ 69,565.76
4A	\$ 1,178.05	\$ 25.00	\$ 81.68	\$ 1,284.73	33.81	\$ 66,806.04	\$ 30.08	\$ 83.72	1316.85	34.65	\$ 68,476.19	\$ 30.83	\$ 85.82	1349.77	35.52	\$ 70,188.10
4B	\$ 1,203.07	\$ 25.00	\$ 81.68	\$ 1,309.75	34.47	\$ 68,107.08	\$ 30.70	\$ 83.72	1342.50	35.33	\$ 69,809.76	\$ 31.47	\$ 85.82	1376.06	36.21	\$ 71,555.00
4C	\$ 1,234.74	\$ 25.00	\$ 81.68	\$ 1,341.42	35.30	\$ 69,753.92	\$ 31.49	\$ 83.72	1374.96	36.18	\$ 71,497.77	\$ 32.28	\$ 85.82	1409.33	37.09	\$ 73,285.22
4D	\$ 1,257.97	\$ 25.16	\$ 81.68	\$ 1,364.81	35.92	\$ 70,970.17	\$ 32.08	\$ 83.72	1398.93	36.81	\$ 72,744.43	\$ 32.88	\$ 85.82	1433.90	37.73	\$ 74,563.04
5A	\$ 1,295.27	\$ 25.91	\$ 81.68	\$ 1,402.86	36.92	\$ 72,948.56	\$ 33.03	\$ 83.72	1437.93	37.84	\$ 74,772.28	\$ 33.86	\$ 85.82	1473.88	38.79	\$ 76,641.59
5B	\$ 1,360.98	\$ 27.22	\$ 81.68	\$ 1,469.88	38.68	\$ 76,433.82	\$ 34.70	\$ 83.72	1506.63	39.65	\$ 78,344.67	\$ 35.57	\$ 85.82	1544.29	40.64	\$ 80,303.28
5C	\$ 1,431.97	\$ 28.64	\$ 81.68	\$ 1,542.29	40.59	\$ 80,199.13	\$ 36.52	\$ 83.72	1580.85	41.60	\$ 82,204.11	\$ 37.43	\$ 85.82	1620.37	42.64	\$ 84,259.21
5D	\$ 1,499.50	\$ 29.99	\$ 81.68	\$ 1,611.17	42.40	\$ 83,780.92	\$ 38.24	\$ 83.72	1651.45	43.46	\$ 85,875.45	\$ 39.19	\$ 85.82	1692.74	44.55	\$ 88,022.33
Workshop			Industry Allowance					Industry Allowance					Industry Allowance			
4A	\$ 1,178.05	\$ 25.00	\$ 30.33	\$ 1,233.38	32.46	\$ 64,136.01	\$ 30.08	\$ 31.09	1264.22	33.27	\$ 65,739.41	\$ 30.83	\$ 31.87	1295.82	34.10	\$ 67,382.90
4B	\$ 1,203.07	\$ 25.00	\$ 30.33	\$ 1,258.40	33.12	\$ 65,437.05	\$ 30.70	\$ 31.09	1289.86	33.94	\$ 67,072.98	\$ 31.47	\$ 31.87	1322.11	34.79	\$ 68,749.80
4C	\$ 1,234.74	\$ 25.00	\$ 30.33	\$ 1,290.07	33.95	\$ 67,083.89	\$ 31.49	\$ 31.09	1322.33	34.80	\$ 68,760.99	\$ 32.28	\$ 31.87	1355.38	35.67	\$ 70,480.01
4D	\$ 1,257.97	\$ 25.16	\$ 30.33	\$ 1,313.46	34.56	\$ 68,300.14	\$ 32.08	\$ 31.09	1346.30	35.43	\$ 70,007.64	\$ 32.88	\$ 31.87	1379.96	36.31	\$ 71,757.83
5A	\$ 1,295.27	\$ 25.91	\$ 30.33	\$ 1,351.51	35.57	\$ 70,278.53	\$ 33.03	\$ 31.09	1385.30	36.46	\$ 72,035.49	\$ 33.86	\$ 31.87	1419.93	37.37	\$ 73,836.38
5B	\$ 1,360.98	\$ 27.22	\$ 30.33	\$ 1,418.53	37.33	\$ 73,763.79	\$ 34.70	\$ 31.09	1454.00	38.26	\$ 75,607.88	\$ 35.57	\$ 31.87	1490.35	39.22	\$ 77,498.08
5C	\$ 1,431.97	\$ 28.64	\$ 30.33	\$ 1,490.94	39.24	\$ 77,529.10	\$ 36.52	\$ 31.09	1528.22	40.22	\$ 79,467.33	\$ 37.43	\$ 31.87	1566.42	41.22	\$ 81,454.01
5D	\$ 1,499.50	\$ 29.99	\$ 30.33	\$ 1,559.82	41.05	\$ 81,110.89	\$ 38.24	\$ 31.09	1598.82	42.07	\$ 83,138.66	\$ 39.19	\$ 31.87	1638.79	43.13	\$ 85,217.13

Kindergarten Teachers

Kindergarten Teachers	July 2022 (2.0% or \$25)	July 2023 (2.5% or \$30)	July 2024 (2.5% or \$30)
Graduate 1A	\$ 34.25	\$ 35.11	\$ 35.99
Graduate 1B	\$ 35.25	\$ 36.13	\$ 37.04
Graduate 1.2	\$ 37.77	\$ 38.71	\$ 39.68
Teacher 2.1	\$ 38.83	\$ 39.80	\$ 40.80
Teacher 2.2	\$ 39.90	\$ 40.90	\$ 41.92
Teacher 2.3	\$ 41.24	\$ 42.27	\$ 43.33
Teacher 2.4	\$ 41.42	\$ 42.46	\$ 43.52
Teacher 2.5	\$ 41.53	\$ 42.57	\$ 43.64
Teacher 3.1	\$ 42.64	\$ 43.70	\$ 44.79
Teacher 3.2	\$ 45.27	\$ 46.40	\$ 47.56
Teacher 3.3	\$ 48.76	\$ 49.97	\$ 51.22
Teacher 3.4	\$ 52.24	\$ 53.55	\$ 54.89
Teacher 3.5	\$ 55.74	\$ 57.14	\$ 58.56

APPENDIX 8 – CLASSIFICATION DEFINITIONS – EMPLOYEES BANDS 1 TO 8

NOTE:

- (a)** All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b)** Physical/Community Services Employees are defined by Bands 1 to 5 of this Appendix.
- (c)** Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of this Appendix.
- (d)** Child Care Workers are defined by Band 2 to 7 of this Appendix.

1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and extent of authority

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

1.2 Judgement and decision making

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

1.3 Specialist knowledge and skills

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

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.

- Assistance to skilled employees.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.
- Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.

1.4 Inter-personal skills

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

1.5 Qualifications and experience

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

1.5.1 Basic construction and maintenance work.

1.5.2 Introduction to basic horticulture.

1.5.3 Communication skills including radio procedures.

1.5.4 Recreation Centre maintenance.

1.5.5 Basic concreting and bitumen work.

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

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and extent of authority

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

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

2.2 Judgement and decision making

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

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

2.3 Specialist knowledge and skills

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

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

- Implement an early childhood programme under direct supervision.

2.4 Inter-personal skills

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

2.5 Qualifications and experience

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

2.5.1 Licence or certification in explosives handling.

2.5.2 Advanced construction and maintenance.

2.5.3 Basic VDU operation.

2.5.4 Advanced horticultural course.

2.5.5 Communication skills including radio operation.

2.5.6 Inventory control.

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

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and extent of authority

3.1.1 Physical/Community Services Employees

3.1.1(a) Employees perform work under general supervision.

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

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

3.1.1(d) Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

3.1.2 Employees other than Physical/Community Services Employees

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

3.2 Judgement and decision making

3.2.1 Physical/Community Services Employees

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

3.2.2 Employees other than Physical/Community Services Employees

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

3.3 Specialised knowledge and skills

3.3.1 Physical/Community Services Employees

- 3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaptation.
- 3.3.1(b)** Indicative but not exclusive of the skills required of an employee in this Band include:
 - Understanding and application of quality control techniques.

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

3.3.2 Employees other than Physical/Community Services Employees

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

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

3.4 Management skills

3.4.1 Physical/Community Services Employees

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

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

3.4.2 Employees other than Physical/Community Services Employees

3.4.2(a) These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives

in the most efficient way within resources available and within a set timetable.

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

3.5 Inter-personal skills

3.5.1 Physical/Community Services Employees

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

3.5.2 Employees other than Physical/Community Services Employees

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

3.6 Qualifications and experience

3.6.1 Physical/Community Services Employees

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

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

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

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

3.6.2 Employees other than Physical/Community Services Employees

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

3.6.2(b)(i) With respect to Child Care Workers, satisfactory completion of a Certificate III in Children’s Services, or

3.6.2(b)(ii) knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

4. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and extent of authority

4.1.1 Physical/Community Services Employees

- 4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

4.1.2 Employees other than Physical/Community Services Employees

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

4.2 Judgement and decision making

4.2.1 Physical/Community Services Employees

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives.

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

4.2.1(c) Guidance and counsel are always available within the time available to make a choice.

4.2.2 Employees other than Physical/Community Services Employees

Employees in this Band require:

4.2.2(a) In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

4.2.2(b) Guidance and advice are always available within the time available to make a choice.

4.3 Specialist knowledge and skills

4.3.1 Physical/Community Services Employees

4.3.1(a) Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.

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

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

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

4.3.2 Employees other than Physical/Community Services Employees

Employees in this Band require:

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

4.3.2(b) An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.

- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

4.4 Management skills

4.4.1 Physical/Community Services Employees

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

4.4.2 Employees other than Physical/Community Services Employees

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

4.5 Inter-personal skills

4.5.1 Physical/Community Services Employees

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

4.5.2 Employees other than Physical/Community Services Employees

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

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

4.6 Qualifications and experience

4.6.1 Physical/Community Services Employees

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

4.6.2 Employees other than Physical/Community Services Employees

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

4.6.2(b) Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

5.1.1 Physical/Community Services Employees

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

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

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

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

5.1.2 Employees other than Physical/Community Services Employees

- 5.1.2(a)** Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.
- 5.1.2(b)** In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.
- 5.1.2(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.
In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

5.2 Judgement and decision making

5.2.1 Physical/Community Services Employees

- 5.2.1(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.1(b)** However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.1(c)** Guidance and counsel may be available within the time available to make a choice.

5.2.2 Employees other than Physical/Community Services Employees

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

- 5.2.2(d) Guidance and advice would usually be available within the time required to make a choice.

5.3 Specialist knowledge and skills

5.3.1 Physical/Community Services Employees

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

5.3.2 Employees other than Physical/Community Services Employees

- 5.3.2(a) Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b) Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c) Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management skills

5.4.1 Physical/Community Services Employees

- 5.4.1(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most

efficient way possible within the resources available and within a set timetable.

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

5.4.2 Employees other than Physical/Community Services Employees

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

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

5.5 Interpersonal skills

5.5.1 Physical/Community Services Employees

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

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

5.5.2 Employees other than Physical/Community Services Employees

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

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

5.6 Qualifications and experience

5.6.1 Physical/Community Services Employees

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

5.6.1(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

5.6.2 Employees other than Physical/Community Services Employees

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

5.6.2(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

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

6.1.2 In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

6.1.3 In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.

6.1.4 Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.

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

- 6.1.6** In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.
- 6.2 Judgement and decision making**
- The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.
- 6.3 Specialist knowledge and skills**
- 6.3.1** Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 6.3.2** All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.
- 6.3.3** Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.
- 6.4 Management skills**
- 6.4.1** These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 6.4.2** Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.
- 6.5 Inter-personal skills**
- 6.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.
- 6.5.2** All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.
- 6.6 Qualifications and experience**
- 6.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.

- 6.6.2** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

7. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and extent of authority

- 7.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. or on the public perception of the wider organisation.
- 7.1.3** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5** All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 7.1.6** In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

7.2 Judgement and decision making

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.
- 7.2.2** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

7.3 Specialist knowledge and skills

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
 - 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
 - 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
 - 7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.
- 7.4 Management skills**
- 7.4.1** These positions require skills in managing time, setting priorities and planning and organising one’s own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
 - 7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.
- 7.5 Inter-personal skills**
- 7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
 - 7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.
- 7.6 Qualifications and experience**
- 7.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
 - 7.6.2** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

8. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and extent of authority

- 8.1.1** Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 8.1.2** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.
- 8.1.3** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

8.2 Judgement and decision making

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

8.3 Specialist knowledge and skills

- 8.3.1** These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
- 8.3.2** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.
- 8.3.3** A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

8.4 Management skills

8.4.1 Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.

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

8.5 Inter-personal skills

Positions require the ability to persuade, convince or negotiate with clients, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other employees.

8.6 Qualifications and experience

8.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.

8.6.2 Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.

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

SIGNATORIES TO THE GANNAWARRA SHIRE COUNCIL ENTERPRISE BARGAINING AGREEMENT NO. 10 - 2022

Signed on behalf of the GANNAWARRA SHIRE COUNCIL by Tom O'Reilly, Chief Executive Officer,
47 Victoria St. KERANG VIC 3579

Signature: Tom O'Reilly

Witness signature: [Signature]

Date: 14/11/22

Date: 14/11/22

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

Name: Colin John Shepherd

Position: works coordinator

Signature: [Signature]

Witness signature: [Signature]

Date: 11/11/2022

Date: 11-11-22

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

Name: _____

Position: _____

Signature: _____

Witness signature: _____

Date: _____

Date: _____

Signed on behalf of:
AUSTRALIAN NURSING & MIDWIFERY FEDERATION
535 ~~540~~ ELIZABETH ST, MELBOURNE VIC 3000

Name: Lisa Fitzpatrick

Position: Secretary

Signature: [Signature]

Witness signature: [Signature]

Date: 25 November 2022

Date: 25 November 2022

Patchell Plaza
47 Victoria Street
Kerang VIC 3579
E: council@gannawarra.vic.gov.au
W: www.gannawarra.vic.gov.au



Our Ref: 3.000329
INT22/66D22399
TO/TC

12 December 2022

Commissioner Wilson
Fair Work Commission
11 Exhibition St
MELBOURNE VIC 3001

Dear Commissioner Wilson

FWC Matter No.: AG2022/4786
Applicant: Gannawarra Shire Council
Section 185 – Application for approval of a single enterprise agreement

Undertaking –Section 190

I, Tom O'Reilly, Chief Executive Officer have the authority given to me by Gannawarra Shire Council to give the following undertakings with respect to the Gannawarra Shire Council Enterprise Bargaining Agreement - No.10 (2022) ("the Agreement"):

1. That clause 20A of the Agreement be read as follows:

“The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount that would be able to be withheld under the NES.”

2. That clause 24D.4 of the Agreement be read as follows:

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

-2-

3. That in relation to clause 7.6 of the Agreement:
That the Council will ensure that a library employee who is rostered predominantly or solely on Saturday mornings is not disadvantaged in their pay rates compared to what they would receive if on the Victorian Local Government Award 2015, and will do so by comparing at the end of each three month period the amount they earned under the Agreement compared with that which they would have been entitled to under the Award and, in the event there is a shortfall, paying the shortfall to the employee together with an additional 1.5%

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

Yours sincerely



Tom O'Reilly
CHIEF EXECUTIVE OFFICER