

MITCHELL SHIRE COUNCIL

ENTERPRISE AGREEMENT No. 9 - 2024

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SECTION 1 APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement is the **Mitchell Shire Council Enterprise Agreement No.9 - 2024**.

1.2 DEFINITIONS

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| Act | means the <i>Fair Work Act 2009</i> (unless otherwise specified and defined in a specific clause). |
| Agreement | means the Mitchell Shire Council Enterprise Agreement No.9 - 2024. |
| Chief Executive Officer | means the Chief Executive Officer (CEO) of Council. |
| Community services employees | means those employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres |
| Consultative Committee | means a joint staff/management Consultative Committee established in accordance with this Agreement (see clause 3.1). |
| Continuous Improvement | means an approach by an organisation to develop a culture where all staff strive for continual improvement in product and service delivery to maintain a quality edge. |
| Contract | means the individual contracts with work units for the provision of services to the Council, and any other contracts entered into by the respective work units. |
| Council or MSC | means the Mitchell Shire Council and any successor municipality. |
| Director | means a person holding a position designated with responsibility for management of a Directorate. |
| Domestic partner | means (from the <i>Equal Opportunity Act 2010</i>): <ul style="list-style-type: none"> • a person who is in a registered domestic relationship with the person; or • a person to whom the person is not married but with whom the person is living as a couple on a genuine domestic basis (irrespective of gender or the domiciliary arrangements); |
| Employee | means any person who is employed by the Council and covered by the Agreement. |
| Employer | means the Mitchell Shire Council. |
| FWC (or Commission) | means the Fair Work Commission. |
| Immediate family member | means: <ul style="list-style-type: none"> • a domestic partner (including a former domestic partner, a de facto and a former de facto partner) of the employee, irrespective of the gender of the partner. (A de facto domestic partner, in relation to a person, means a person who is in a bona fide relationship with the first mentioned person, regardless of their domestic arrangements.) • a child or an adult child, including an adopted child, a stepchild or an ex-nuptial child, parent, grandparent, grandchild, or sibling of the employee or partner of the employee. |
| Manager | means the position designated with responsibility for the management of a Department. |
| Multi-skilling | means the broadening of existing skills and the gaining of extra skills to open up career paths and provide work flexibility. |
| Ordinary Rate | means an all-purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum Agreement wage |

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| | prescribed by clause 12.5 (Minimum rates and classifications), and the Industry Allowance, where applicable. |
| NES | means the National Employment Standards in the <i>Fair Work Act 2009</i> |
| Operations and outdoor employees | means an employee whose classification is defined by Bands 1 to 6 (inclusive) of the classification descriptors (Appendix 2), including School Crossing Supervisors (previously referred to as Physical/Community Services employees) |
| Party/Parties | means the parties to this Agreement as set out in clause 1.4. |
| Permissible occasion | means, as defined in the <i>Fair Work Act 2009</i> , an occasion on which a member of the employee's immediate family or a member of the employee's household: <ul style="list-style-type: none"> • 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 • requires care or support because of an unexpected emergency affecting the person, or • dies. |
| Professional, Services and Support employees | means an employee whose classification is defined by Bands 3 to 8 (inclusive) of the Classification Descriptors (Appendix 2) including leisure and community services employees (previously referred to as employees other than Physical/Community Services employees) |
| Productivity | means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. |
| Reasonable business grounds | as defined in the <i>Fair Work Act 2009</i> , includes, but is not limited to: <ul style="list-style-type: none"> • the excessive cost of accommodating the request • that there is no capacity to change the working arrangements of other employees to accommodate the request • the impracticality of any arrangements that would need to be put in place to accommodate the request, including the need to recruit replacement employees • that there would be a significant loss of efficiency or productivity • that there would be a significant negative impact on customer service. |
| Recreation (Leisure) Centre | means and includes an establishment at which one or more, or any combination, or all of the following are provided: <ul style="list-style-type: none"> • Swimming pool(s) • Sports centre(s) • Leisure centre(s), or • Other municipal centre(s) providing physical, recreational, and/or cultural/historical activities, or such other similar activities provided in the public interest. |
| Satisfactory service | means, for the purposes of the employee's annual Performance Development Plan (PDP), factors including, but not limited to: <ul style="list-style-type: none"> • attendance and punctuality • commitment, attitude and behaviour • teamwork and cooperation with others • effective communication • adherence to Council policies and procedures • adherence to Council's Values - <i>One Mitchell</i> • application of safe work practices • correct use of plant, equipment and machinery, and Personal Protective Equipment • any disciplinary and performance issues during the preceding 12 months. |

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| Service performance principles | means the service performance principles in the <i>Local Government Act 2020</i> . Council will implement the principles for all Council services and will include continuous improvement, performance measurement, benchmarking and team-based approaches to problem solving and decision making with the customers as the primary focus, specifically Council will: <ul style="list-style-type: none"> • Set quality and costs standards for services set to provide good value to the municipal community; • Seek to continuously improve service delivery to the municipal community in response to performance monitoring. |
| Staff | An employee of Council |
| Tourism services | means the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community |
| Union | means a Union or Unions which are party to this Agreement. |
| Unit Specific Agreement (USA) | means an agreement between the parties concerned that pertains specifically to a specific work unit. |
| Unit | means a specific Work Unit of Mitchell Shire Council. |
| Work Unit | means a group of staff from Mitchell Shire Council established as a unit separate from others. |

1.3 TERM OF AGREEMENT

- (a) The nominal expiry date of this Agreement will be **30 June 2028**.
- (b) The Agreement will operate from the date seven (7) days after approval by the Fair Work Commission.
- (c) The parties agree to commence negotiations for a new Agreement no later than 6 months prior to the expiry date, with the issuing of the Notice of Employee Representational Rights form by Council to all employees and providing advice in writing to the Unions which are parties to this Agreement.

1.4 COVERAGE

This Agreement covers and is binding on:

- Mitchell Shire Council; and
- All employees of Council, excluding:
 - The Chief Executive Officer (CEO);
 - Directors; and
 - employees who are covered by the *Early Education Employees Agreement 2020* (or any successor Agreement); and
- The following Unions, if they have given notice under Section 183 of the *Fair Work Act 2009* that they want the Agreement to cover them:
 - Australian Municipal, Administrative, Clerical and Services Union (ASU); and
 - Australian Nursing and Midwifery Federation (ANMF);
 - Any employee organisation, that gives notice to the FWC under section 183 of the *Fair Work Act 2009* that it wants the Agreement to cover it, and the FWC notes in its decision to approve the Agreement, under section 201(2), is covered by the Agreement.

1.5 APPLICATION AND INTERPRETATION

- (a) This Agreement supersedes and replaces in full any preceding Mitchell Shire Council Enterprise Agreement.
- (b) Section 14 of the Agreement sets out specific arrangements applying to nominated work units of Council (Unit Specific Agreements [USA]). Where there is an inconsistency between the terms of a USA in Section 14 and any other provisions of the Agreement, the terms of Section 14 will prevail to the extent of the inconsistency.
- (c) This Agreement will be read in conjunction with the National Employment Standards (NES). 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, as appropriate and applicable. Where the NES provide entitlements to employees which are more beneficial than those provided for in this Agreement then the more beneficial provisions of the NES shall apply to the extent of any inconsistency. No provision, condition or entitlement of the NES will be reduced by this Agreement.
- (d) The Agreement is also read in conjunction with the following Modern Awards:
- *Victorian Local Government Award 2015*
 - *Nurses (ANMF - Victorian Local Government) Award 2015.*
- (i) Where there is an inconsistency between either of the Modern Awards and this Agreement, this Agreement will prevail to the extent of the inconsistency.

SECTION 2 PRINCIPLES AND COMMITMENTS**2.1 CUSTOMER SERVICE**

- (a) All parties to this Agreement recognise the importance of quality service delivery and that Council's primary role is to enable quality services to be provided to the community.
- (b) All parties accept this responsibility as being a key priority to the municipality and understand the need to be responsive to the customer and the community.
- (c) Specifically, the parties:
- recognise the importance of continuing workplace reform not only as part of this Agreement but as part of the general operation of the municipality, and
 - accept responsibility for identifying any areas of workplace inefficiency and recommending changes and improvements to such procedures, and
 - are committed to continual improvements in service delivery.
- (d) The parties will co-operate in:
- continual review of work practices; and
 - planning and implementation changes to enhance the efficiency, effectiveness, and quality of services and works; and
 - performance monitoring and assessment; and
 - developing quality and costs standards for services set by the Council to provide good value to the municipal community; and
 - continuously improving service delivery to the community in response to performance monitoring.

2.2 ORGANISATIONAL EFFICIENCY AND CONTINUOUS IMPROVEMENT

The Parties to this Agreement:

- recognise the importance of organisational efficiency ensuring quality service and improved employment prospects
- are committed to further developing the organisation to be a "best practice" organisation, including continuous improvement
- will co-operate in the planning and delivery of services in accordance with the service performance principles set out in the *Local Government Act 2020*.

This includes:

- effective collaboration between management and employees in the decision-making processes
- setting quality and costs standards for services which provide good value to the community
- continuously improving service delivery to the community in response to the quality standards and performance monitoring.

Consultation on continuous improvement will be undertaken in accordance with this Agreement (see clauses 3.1 and 3.2) where required and appropriate.

Council also recognises that it has a responsibility to its community to maintain and grow local employment opportunities.

SECTION 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**3.1 STAFF CONSULTATIVE COMMITTEE**

Council has established and will maintain a joint Staff-Management Consultative Committee.

The Committee membership and procedures will be appropriate to the size, structure and needs of Council and shall be administered in accordance with the Staff Consultative Committee Terms of Reference, unless otherwise agreed by the parties.

The Committee is responsible for overseeing the implementation of this Agreement and providing an open forum to raise organisational workplace issues, consult and provide feedback on workplace policies. Committee members may be provided with any appropriate training identified by the Committee as being necessary to undertake this task.

The Committee will meet quarterly, or as required, and at locations within the municipality, or elsewhere, as determined by the Committee.

The Committee may invite or co-opt other persons to attend as required.

A Union Delegate from a specific work unit is eligible to participate on the Committee if they so choose.

(a) Committee communications

Where communication with staff is needed, it can or may be provided through a range of mechanisms, including (but not limited to):

- Newsletters
- Noticeboards
- Workplace meetings
- Emails
- Other web related or social media.

(b) New Technologies

The parties to this Agreement agree to co-operate with the implementation of new technology initiatives.

All employees understand and agree they will work in a manner which is flexible and optimises the full potential of any new technology used to service the Council and customer needs.

(c) Health and Wellbeing Promotion Program

Council will endeavour, during the life of this Agreement, to promote the benefits of health and wellbeing focusing on:

- Smoking / Vaping
- Nutrition
- Alcohol and other drugs
- Preventing family violence
- Physical activity, and
- Post incident support program,

or other related topics as agreed and identified by the Staff Consultative Committee.

(d) Stress in the Workplace

The parties agree to work together to ensure that, when undue stress has been raised or otherwise

identified within the workplace, that the issue will be investigated, and Council will formulate a range of initiatives to be implemented to address identified issues.

(e) Equal Pay for Equal Work across Organisation

In consultation with the Staff Consultative Committee, Council has carried out and will continue to monitor the application of the classification structure across Council for all positions in all departments with a view of identifying any discrepancies based on the principle of equal pay for work of equal value.

Council will commit immediately to rectifying any anomalies and ensure that no employee shall be financially disadvantaged by this review.

3.2 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Consultation is a process which occurs prior to, not after the taking of a decision. It involves real listening on both sides and has the capacity to influence the outcome.

Council will consult prior to the making of any definite decision to introduce major changes in production, program, organisation, structure, or technology, that are likely to have significant effects on employees. Council shall notify the employees who may be affected by the proposed changes and the relevant Union.

Significant effects include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs provided that where this Agreement or Work Units make provision for alteration of any matters referred to herein, an alteration shall be deemed not to have significant effect.

The Council will discuss with the employees affected and the relevant Union the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or relevant Union in relation to the changes.

The discussions shall commence prior to a definite decision being made by the Council to make changes referred to above.

For the purposes of such discussion, the Council shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Council shall not be required to disclose confidential information the disclosure of which would be prejudicial to the Council's interests or commercial in confidence.

3.3 CHANGES RELATING TO REGULAR ROSTERS OR ORDINARY HOURS OF WORK

As soon as practicable after proposing to introduce a change to the regular roster or ordinary hours of work, the Council will:

- (a) discuss with employees who may be affected by the change ['relevant employees'] the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Council reasonably believes will be the effects of the change on the employees; and

- information about any other matters that the Council reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

Council must give prompt and genuine consideration to matters raised about the change by the relevant employees or their Union.

Relevant employees may appoint a nominated representative and Council will recognise the representative for the purposes of the consultation process.

3.4 DISPUTE SETTLEMENT PROCEDURE

The parties agree to undertake the following procedures with the objective of avoiding industrial disputation in relation to any grievance or dispute resulting from this Agreement and commit to the following procedures being undertaken expeditiously and in good faith with a view to resolving the matter by conciliation in the first instance.

This clause sets out the procedures to be followed to settle a dispute relating to any of the following:

- a matter arising under this Agreement, excluding any matters related to equal employment opportunity, occupational health and safety, discrimination or WorkCover issues; and
- the National Employment Standards.

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

Any dispute shall, in the first instance, be discussed between the employee(s) concerned, their representative, if requested, and the employee's immediate manager.

If the matter remains unresolved, Council or an employee may refer to a more senior level of management.

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

The FWC may deal with the dispute in two stages:

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

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

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

- an employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their health or safety; and
- an employee must comply with a direction given by Council to perform other available work at the same workplace, or at another workplace, unless:

- the work is not safe; or
- applicable occupational health and safety legislation would not permit the work to be performed; or
- the work is not appropriate for the employee to perform; or
- there are other reasonable grounds for the employee to refuse to comply with the direction.

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

To facilitate the procedures above, the following will apply:

- The party with the grievance must notify the other party at the earliest opportunity of the problem.
- Throughout all stages of the procedure, all relevant facts must be clearly identified and recorded.

Sensible time frames must be allowed for the completion of the various stages of discussion and the parties must co-operate to ensure the dispute resolution procedures are carried out as quickly as possible.

Pending settlement and provided the status quo remains, employees will remain normally at work with the co-operation and encouragement of officials of the relevant Union.

No party will be prejudiced as to the final settlement of the dispute by the continuation of work.

SECTION 4 STAFF MANAGEMENT**4.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- (a) Council and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - (ii) the arrangement meets the genuine needs of Council and the employee in relation to one or more of the matters mentioned in clause (a)(i); and
 - (iii) the arrangement is genuinely agreed to by Council and the employee.
- (b) Council must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under Section 172 of the *Fair Work Act 2009*; and
 - are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and
 - result in the employee being better off overall than the employee would be if no arrangement were made.
- (c) Council must ensure that the individual flexibility arrangement:
- is in writing; and
 - includes the name of the employer (i.e. Council) and employee; and
 - is signed by Council and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
 - specifies the terms of the enterprise agreement that will be varied by the arrangement; and
 - sets out how the arrangement will vary the effect of the terms; and
 - identifies how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - states the day on which the arrangement commences.
- (d) Council must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Council or the employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days written notice to the other party to the arrangement; or
 - at any time if Council and the employee agree in writing to the termination.

4.2 INDUCTION PROGRAM FOR NEW EMPLOYEES

Council will provide an induction program for all new staff.

Council will provide at least five (5) days' notice to the relevant Union representatives of corporate induction sessions so that they may attend pertinent sessions. Names and contact details of Union representatives will be made available and accessible to employees in an appropriate manner, including, but not limited to, one or more of the following:

- Newsletters and emails
- Noticeboards
- Workplace meetings
- Other web related or social media.

All new employees will be provided a copy of the Fair Work Information Statement in accordance with the NES.

4.3 MULTI-SKILLING AND JOB ROTATION

In the interests of efficiency, flexibility and a harmonious workplace, employees agree to be available for any work in any Department or unit that is within their qualification and skill base.

By agreement, employees will perform all work within the terms of the position held by that employee, including work at a lower level, and utilise such technology, resources and equipment as are within the limits of the employee's skill, competence and training, providing that there is no diminution of the skills of any employee.

To facilitate flexibility in the arrangement of work, to encourage multi-skilling, to provide variety and diversity in work roles and functions, and to maintain a high quality standard, employees may, from time to time as determined by agreement, be rotated across the range of work functions within the organisation for an agreed period of time.

Multi-skilling and job rotation will assist employees to develop and utilise new skills, maintain and/or improve existing skills, and increase their capacity to perform a wider range of roles to facilitate prompt and effective responses and services to customers.

The employee's substantive position will be retained, and their terms and conditions of employment will not be affected by any job rotation. Where an employee undertakes the functions of a lower classified position, he/she will not suffer any reduction in salary.

This clause does not include secondments, which are administered through a separate policy.

4.4 WORKSITE FLEXIBILITY/STARTING POINT

Every employee upon engagement will be given a starting point which will be, subject to the provisions below, the normal commencement point of their daily work activities.

At the direction of Council, any employee may be required to relocate his/her employment starting point, provided that the relocation is:

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

Note: See also Section 14 - USAs also contain specific provisions relating to work location.

4.5 UNION DELEGATE / HSR TRAINING

Subject to the operating requirements of Council, upon application in writing a nominated Union Delegate may be granted up to five (5) working days leave on ordinary pay each calendar year, (or up to 10 days over two [2] calendar years) to attend courses and seminars which will enhance the delegate's knowledge and understanding of employee relations matters.

A nominated Union Delegate is an employee nominated, in writing, by a Union which is party to this Agreement. Unions will provide annually, to the Manager People & Culture a list of nominated delegates, including advising of the term of appointment of the employee as a delegate for that Union.

Council will not be responsible for any costs of the training other than the payment of any relieving arrangements instituted to cover the absence of the employee.

Application must be made no less than four (4) weeks before the date on which the leave is sought and must specify:

- the duration, venue and nature of the course for which the leave is sought; and
- the manner in which the training will contribute to the delegate's understanding of employee relations matters; and
- how that can be applied to enhance the relationship between management and the Union at the workplace level.

SECTION 5 EMPLOYMENT TERMS AND CONDITIONS**TYPES OF EMPLOYMENT****5.1 FULL-TIME EMPLOYMENT**

Means an employee engaged to work 38 hours per week, or 35 hours per week for a Library employee.

5.2 PART-TIME EMPLOYMENT

Means an employee engaged to work less than 38 hours per week or, less than 35 hours per week for a Library employee.

5.3 TEMPORARY EMPLOYMENT

Temporary employment means the employee 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, and/or
- subject to specific funding by an external (to Council) organisation.

Temporary employees will be provided with a specific commencement and cessation date at the time of their appointment.

The Council will not dispense with any permanent position for the purpose of creating temporary positions(s).

If a temporary full-time position becomes a permanent position, the requirements of Council's Recruitment and Selection Policy will be implemented. If a temporary employee becomes a permanent (ongoing) employee, the change to the employee's status will be agreed in writing.

"Notwithstanding the provisions of the above clause, all temporary/fixed term appointments will be compliant with Sections 333E to 333H of the Fair Work Act 2009."

5.4 CASUAL EMPLOYMENT

Casual employment means an employee who is engaged and works intermittently in relieving work or work of a casual and/or unexpected nature, and who is engaged and paid by the hour, in accordance with this Agreement.

Casual employees shall be paid the appropriate ordinary rate of pay applicable to the position, plus a casual loading of 25% in lieu of paid Personal/Carer's Leave, Annual Leave and Leave Loading, and Public Holidays not worked, for all hours worked up to 10 hours per day.

Casual employees shall:

- Work or be paid for a minimum of three (3) ordinary hours per day unless the employee decides to work less than three (3) ordinary hours.

NB This provision does not apply to School Crossing Supervisors (whose hours are fixed for each work start) and Leisure Services employees engaged as a swimming instructor, fitness instructor or personal trainer (see Section 14.4 – Mitchell Leisure Services USA), who can be employed for a minimum of one (1) hour on any start.

- Have service in the industry recognised as service for the purpose of calculating long service leave in accordance with the *Local Government (Long Service Leave) Regulations 2021*.

5.5 RIGHT TO REQUEST CONVERSION – CASUAL EMPLOYEES

For the purposes of this clause:

Regular casual employee means a casual employee who has, in the preceding 12 months, worked a pattern of hours on a regular and 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.

Ongoing casual employee means a casual employee who has been offered an opportunity to convert their casual employment to ongoing employment and who has declined such offer and retains the casual loading

Casual loading means a loading of 25% paid on a casual employee's ordinary hours (up to 10 hours on any day) and ordinary rate of pay, in lieu of paid Personal/Carer's Leave, Annual Leave and Leave Loading, and Public Holidays not worked.

- (a) An employee, engaged by Council as a regular casual employee, may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee who has worked equivalent full-time hours over the preceding 12 months' casual employment may apply to have their employment converted to full-time employment.
- (c) A regular casual employee who has worked less than equivalent full-time hours over the preceding 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (d) Any request under this subclause must be in writing and provided to Council.
- (e) Where a regular casual employee requests to convert to full-time or part-time employment, Council 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.
- (f) Reasonable grounds for refusal include, but are not limited to, that:
 - (i) the employee is not a regular casual employee, as defined, i.e. 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; or
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months; or
 - (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.
- (g) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (h) Where Council refuses a regular casual employee's request to convert, Council must provide, in writing, the casual employee with the reasons for the refusal within 21 days of the request being made.

If the employee does not accept Council's refusal, the employee may initiate a dispute that

will be dealt with under the dispute resolution procedure in clause 3.4. Under that procedure, the employee or Council may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (i) Where it is agreed that a casual employee will have their employment converted to ongoing employment, as provided for in this clause, Council and the employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert i.e. full-time or part-time employment; and
 - (ii) the Position Description; and
 - (iii) the classification and status of the position; and
 - (iv) the hourly and/or weekly rate of pay (including the deletion of the 'casual loading'); and
 - (v) the details of leave accruals and other conditions of employment; and
 - (vi) the agreed pattern of work if the employee is part-time.
- (j) The conversion will take effect from the start of the next pay cycle following such agreement being reached, unless otherwise agreed.
- (k) 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 Council.
- (l) 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.
- (m) If a regular casual employee does not request conversion to ongoing employment (either full-time or part-time), as set out above, the employee will be deemed to be an **ongoing casual employee** and will:
- be employed as a casual employee in accordance with clause 5.4, regardless of the employee's pattern of hours of work; and
 - be paid the casual loading (25%) in lieu of paid Annual Leave and Leave Loading, paid Personal/Carer's Leave and paid Public Holidays not worked; and
 - not be entitled to paid Compassionate or Funeral Leave.
- (n) Council will provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first six (6) months of the employee's first engagement to perform work. (A casual employee's right to request conversion of their employment is not affected if Council fails to comply with this notice requirement.)
- (o) Nothing in this clause:
- requires Council to increase the hours of work of a regular casual employee seeking conversion to full-time or part-time employment, or
 - obliges a regular casual employee to convert to full-time or part-time employment, or
 - permits Council to require a regular casual employee to convert to full-time or part-time employment, or
 - precludes a regular casual employee from requesting to convert to ongoing employment at any time, subject to paragraph (b) above.
- (p) Where a casual employee has not been employed, in any capacity or role, by Council for six (6) months or more, Council will terminate the employee's employment and advise the employee, in writing, of the termination.

"Casual conversion will be in accordance with the application of employee choice and casual conversion provisions of Division 4A of Part 2 2 of the Fair Work Act 2009 (C'th)."

5.6 SHIFTWORKERS

As defined in the NES, a shiftworker is an employee who:

- (i) is employed on a roster in which shifts may be continuously rostered over 24 hours a day for 7 days a week; and
- (ii) is regularly rostered to work those shifts; and
- (iii) regularly works on Sundays and Public Holidays.

5.7 AGENCY HIRE STAFF

Any persons, including apprentices and trainees, employed by an agency and undertaking work for Council on a Council worksite, will be employed under the same terms and conditions as Council employees covered by this Agreement.

The employment of Agency staff shall not affect the ability of permanent staff to access additional hours of overtime.

The parties agree to review the positions currently held by agency hire staff with a view to minimising the number of agencies hire staff required by replacing the positions with permanent or temporary staff directly employed by Council.

Agency hire staff shall only be used in order to backfill a position for the temporary absence of a permanent employee and for seasonal/peak periods and short-term positions.

5.8 POSITION DESCRIPTIONS

All positions in Council shall have a Position Descriptions (PD), which will be reviewed each year by the employee and manager, during Council's annual performance review process.

The PD will clearly identify, as a minimum:

- The accountability and extent of authority of the position
- The level of judgement and decision-making skills required
- Specialist skills and knowledge required to undertake the duties of the position
- Management skills
- Interpersonal skills
- Qualifications and experience required for the position.

The duties of a position may develop and change over time and the PD should accurately reflect the work the role is required, by Council, to perform. Any changes to a PD will be made by agreement, where possible, and must be consistent with the appropriate Agreement classification descriptors (see Appendix 2) for the relevant classification.

An employee will not unreasonably refuse a variation to their PD that is consistent with the classification descriptors for the position and the general requirements of the role.

Nothing in this clause shall restrict an employee from exercising any rights that they may have concerning reclassification, redeployment or redundancy, or to pursue a matter under the Dispute Settlement Procedures (see clause 3.4).

SECTION 6 HOURS OF WORK AND SPAN OF HOURS

6.1 FLEXIBLE AND RESPONSIVE SERVICE DELIVERY

The parties acknowledge and recognise that the service requirements of Council are paramount and, therefore, priority will be given to developing the greatest possible flexibility in working hours and arrangements in order to meet our customers' expectations and needs.

6.2 STANDARD ENGAGEMENT

The ordinary hours of duty for all full-time employees will be:

- 38 hours per week for employees other than Library employees, to be worked in the span of hours set out in Table 1, for the relevant work area, or
- 35 hours per week for Library employees to be worked in the span of hours set out in Table 1.

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

Employees may work up to 10 hours at ordinary rates on any day.

Where an employee, as a result of their own actions, works less than 38 hours a week, or 35 hours per week for a library employee, the employee will be paid on an hourly basis for the time worked.

The hourly rate will be calculated by dividing the appropriate weekly rate by either 38 or 35, as applicable.

6.3 ARRANGEMENT OF WORK AND ROSTERS

Rosters may provide for the arrangement of work which does not exceed 38 ordinary hours in one week (35 hours for library employees), 76 ordinary hours in consecutive two week periods (or 70 hours for library employees), 114 hours in consecutive three week periods (or 105 hours for library employees), or 152 ordinary hours in consecutive four week periods (or 140 hours for library employees), as appropriate to the work area.

Rosters may also include the working of at least one (1) late night per week where Council considers this to be necessary.

The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by Council, either generally or for particular employee(s) according to operational requirements from time to time.

Should there be any change made to the rostered hours of any employee, such employee 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 affected.

Where the amount of notice provided has not been given, the employee working his/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. Provided that the provision as to overtime payment in this subclause will not apply where the alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of Council where the alteration has come about through circumstances beyond the Council's control or for which Council could not reasonably be held responsible.

Where circumstances necessitate the requirement for an earlier start or later finish than the normal spread of hours, by agreement between the employee and Council the ordinary hours of duty may extend beyond the spread of hours below.

Where an employee works in a centre or work location in which the spread of hours is different from that specified in this clause, the employee may be required to work in accordance with the hours specified at that centre or work location.

Nothing in this clause will affect the rights of any party to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the Dispute Settlement Procedures (see clause 3.4).

6.4 ADDITIONAL HOURS OF WORK AND/OR WORK AT OTHER COUNCIL LOCATIONS

On occasions part-time or casual employees not working full-time hours, may be requested to undertake additional duties or hours of work, and/or to perform them at other Council operated facilities.

Any additional hours agreed to be undertaken by these employees (Monday through to Friday), up to a total of 38 hours per week, or 35 hours per week for Library staff, and not exceeding ten (10) hours in a day, will be payable at their ordinary time rate of pay (including the loading for casual employees).

6.5 SPECIAL ENGAGEMENT (SEE APPENDIX 4)

Where the parties agree, the provisions of Special Engagement (set out in Appendix 4) may apply to an employee or group of employees, or specific positions or functions. The specific terms and conditions out in Appendix 4 will apply to such employees to the extent that there is a difference between the Agreement and the Appendix.

6.6 ACCRUED DAY OFF/ROSTER DAY OFF (ADO/RDO)

Where an employee accrues an ADO or RDO within a cycle, the time accrued will be normally taken within the relevant cycle period. However, it may be banked by agreement, rotated, staggered or moved to meet the needs of the work unit, individual employee and/or customer service requirements, and will then be taken at a mutually agreeable time.

Where a work area prepares, and uses a roster, it should be prepared and circulated by management, based on a normal work cycle, to enable employees to monitor when an ADO/RDO should be taken. Where a roster includes an ADO or RDO, they may be staggered and/or be on any day Monday to Friday, or Monday to Sunday, where applicable, according to the roster.

Where 48 hours' notice is given an employee may be required to work on his/her scheduled RDO. Such employee(s) will do so with no additional payment for that day but will be granted equal time off at a mutually agreed time, without loss of pay. In the absence of 48 hours' notice an employee may agree to work on his/her RDO, subject to the conditions which would have prevailed had 48 hours' notice been given.

Wherever possible, regular meetings or appointments of a personal nature should be made during RDO/ADOs.

In order to improve efficiency and maximise productivity during a period of peak workload, by agreement between the relevant manager and the employee concerned, ADO/RDOs may be "banked", as follows:

- To a maximum of five (5) days for those employees on a 19-day month cyclic period, and
- To a maximum of ten (10) days for those employees on a nine-day fortnight cyclic period.

By agreement, "banked" RDO/ADOs may be taken in conjunction with other paid leave and/or Public Holidays.

If an employee is rostered off (including on an ADO or RDO) 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, at a time agreed between the manager and the employee.

Any ADO/RDOs accumulated over five (5) or 10 days as indicated above will be paid at ordinary time rates.

On termination of service with Council any banked ADOs or RDOs will be paid at ordinary time rates.

6.7 LUNCH BREAKS

Lunch times and breaks will be in accordance with Table 1, or as agreed between the respective manager and employee or groups of employees, from time to time.

Employees will, wherever practicable and appropriate, work through to a logical conclusion of any project or function on which they are working, including at meal breaks and rest breaks, and at the end of the day, to ensure that there is a minimum of overlap, duplication, repetition or lost or unproductive time, including travel.

6.8 SPAN OF HOURS

The spans of hours for Council work areas are set out in Table 1.

Notwithstanding the provisions of this clause and Table 1, by written agreement between Council and the employee and/or employees concerned following consultation, the ordinary hours of duty of any employee or any employees may be worked at any time on any days, Monday to Friday inclusive, or Monday to Sunday inclusive, as applicable to the relevant work area.

The agreement pursuant to this subclause may be varied by a further written agreement between the parties or may be terminated by one (1) months' notice given by either the employee and/or employees concerned, or Council.

A Business Unit manager may vary the time span for the following requirements:

- Individual employees in an Individual Flexibility Arrangement (see clause 4.1), or
- Customer service delivery, or
- Business Unit operational work requirements,

providing they have approval of the relevant Director, individual and/or work unit, based on advice from the People and Culture department, and any change is provided to the parties in writing with 14 days' notice.

Table 1: SPANS OF HOURS – SPECIFIC WORK UNIT ARRANGEMENTS

| Business Unit | Span of Hours ⁺ | Base hours per week | Standard Conditions (see clause 6.2) | Usual Hours of Duty ⁺ |
|---|---|---------------------|--|----------------------------------|
| Operations and Parks – Operations, Parks, and Outdoor employees including RRC/Landfill | 6.00 am to 6.00 pm Monday – Friday | 38 | <ul style="list-style-type: none"> 76.5 hours over nine (9) days (i.e. standard day of 8.5 hours per day) one (1) RDO per fortnight 30 minutes for lunch* (unpaid) 0.5 hours per fortnight paid at time and a half (t½) (full-time employees). | 7.00 am to 4.00 pm |
| Operations and Parks - Professional Services and Support employees | 7.00 am to 7.00 pm Monday – Friday | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 45 minutes for lunch* (unpaid) | 7.15 am to 4.00 pm |
| Professional, Services and Support employees (in the Directorates - Organisational Performance, Economy, Growth and Infrastructure, Advocacy and Community) | 7.30 am to 7.30 pm Monday – Friday (office based), or 6.00 am to 9.00 pm Monday – Friday (working from home) | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 45 minutes for lunch* (unpaid) | 8.15 am to 5.00 pm |
| Local Laws | 8.00 am to 8.00 pm Monday – Friday | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 45 minutes for lunch* (unpaid). | 8.15 am to 5.00 pm |
| Local Laws After Hours Officers (other than a full-time employee) | 5:00pm to 8:00am Monday – Friday | 38 | <ul style="list-style-type: none"> Standby Allowance, minimum 1 hour payment, agreed rate for callout | On Standby 5pm to 8am |
| M&CH and Immunisation Services | 8.00 am to 8.00 pm Monday – Friday | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 30 minutes for lunch* (unpaid) | According to Roster |
| Library Service | 8.00 am to 9.00 pm Monday – Friday <u>and</u> 8.00 am to 12.00 pm Saturday | 35 | <ul style="list-style-type: none"> 140 hours over 19 days (i.e. 7.35 hours per day) - one (1) ADO, or 140 hours over 20 days (i.e. 7 hours per day) – no ADO 30 minutes for lunch* (unpaid) | According to Roster |
| Mitchell Leisure Services (Recreation centres) | 5.00 am to 10.00 pm Monday - Sunday | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 30 minutes for lunch* (unpaid). | According to Roster |
| Tourism Services and Community Services employees | 7.00 am to 9.00 pm Monday – Sunday | 38 | <ul style="list-style-type: none"> 152 hours over 19 days (i.e. 8 hours per day) - one (1) ADO, or 152 hours over 20 days (i.e. 7.6 hours per day) – no ADO 45 minutes for lunch* (unpaid) | According to Roster |
| Special Engagement (subject to clause 6.5 and Appendix 4) | Monday - Sunday | 38 | <ul style="list-style-type: none"> Includes 25% loading on all ordinary hours worked (see Appendix 4) | According to Roster |

⁺ NB Where there is an inconsistency between the Span of Hours or the usual hours of duty specified in this Table, and the Span of Hours or the usual hours of duty specified in a Unit Specific Agreement (see Section 14), the provisions of the USA will prevail to the extent of any inconsistency (see also clause 6.3 – Arrangement of Work and Rosters).

SECTION 7 OVERTIME, PENALTY RATES AND WORK PERFORMED ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS**7.1 OVERTIME - GENERAL**

Note: This Section needs to be read in conjunction with Section 14 - Unit Specific Agreements [USA]). Where there is an inconsistency between the terms of a USA in Section 14 and this Section, the terms of Section 14 will prevail to the extent of the inconsistency.

Unless otherwise provided, the following provisions apply to all employees:

- (a) Overtime means all work performed at the direction or with the approval of Council which is:
- (i) before or after the span of hours set for the or work area (see Table 1); or
 - (ii) in excess of 38 hours per week, or 35 hours per week for Library employees – excluding time accrued towards an ADO/RDO; or
 - (iii) in excess of rostered hours where rosters provide for 76 ordinary hours in consecutive two week periods (or 70 hours for library employees), or 114 hours in consecutive three week periods (or 105 hours for library employees), or 152 ordinary hours in consecutive four week periods (or 140 hours for library employees), as appropriate to the work area (see clauses 6.2 and 6.3); or
 - (iv) on days other than ordinary working days as specified in Table 1; or
 - (v) in excess of 10 ordinary hours on any ordinary working day set out in Table 1.
- (b) The payment for penalty rates is calculated on the employee's hourly ordinary time rate.
- (c) Penalty rates as set out below will also apply to part-time and casual employees for all time worked in excess of the rostered daily ordinary full-time hours in the work area.
- (d) Where an employee in receipt of a loading (in lieu of paid Annual Leave and leave Loading, Personal/Carer's Leave and Public Holidays) works overtime, the employee's ordinary hourly rate exclusive of the loading, will be increased by the appropriate overtime penalty.
- (e) In computing overtime, each day's work stands alone.

7.2 PAYMENT FOR OVERTIME

- (a) Except as otherwise provided, overtime will be paid as follows:
- All employees - Monday to Friday inclusive - time and a half for the first two (2) hours and double time thereafter.
 - Saturday:
 - Employees (all employees other than Library and Operations and Outdoor employees) - time and a half for the first two (2) hours and double time thereafter.
 - Library employees (on a 35-hour week arrangement) who work after 12.00 pm on a Saturday - time and a half for the first two (2) hours and double time thereafter.

If a casual or part-time Library employee works ordinary hours on a Saturday morning only (up until 12 noon), in any pay period, the employee will be paid a penalty of 150% for all hours worked, subject to the minimum payment in accordance with clause 5.4.

- Operations and Outdoor employees:
 - time and a half for the first two (2) hours before noon (12.00 pm) and double time thereafter
 - double time for all time worked after noon (12.00 pm)
- Sunday - all work paid at double time
- (ii) Public holidays will be paid at the rate of double time and a half (250%) for all time worked outside such ordinary working times.

7.3 MINIMUM PAYMENTS

Employees working overtime on a Saturday (other than library employees), Sunday or Public Holiday will be paid the minimum amounts as follows:

- Employees other than casual or part-time employees - a minimum payment of three (3) hours at the appropriate overtime rate, except where such overtime is continuous with overtime commenced on the previous day;
- Casual and part-time employees – a minimum payment of one (1) hour at the appropriate overtime rate.

An employee recalled to work will not be required to work the full three (3) hours if the job he/she was called out to perform is completed within a shorter period.

7.4 REST BREAK DURING OVERTIME

An employee working overtime will take a paid rest break of 20 minutes after each four (4) hours of overtime worked if required to continue to work after the break.

7.5 REST PERIOD FOLLOWING OVERTIME

Where overtime 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.

- (i) 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 10 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 10 consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.
- (ii) If such employee is instructed to resume or to continue work without having had 10 consecutive hours off duty, he/she will be paid at double time 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) Where an employee is recalled working and such work does not exceed three (3) hours, clauses (i) and (ii) above, will not apply.

7.6 TIME IN LIEU OF PAID OVERTIME

No work in addition to ordinary time can be claimed as time in lieu (TIL) unless approved by the relevant manager.

An employee may elect to take overtime payments as TIL subject to the prior approval of the relevant manager.

TIL will accumulate at the rate of one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred, unless otherwise agreed and specified in an Individual Flexibility Arrangement (see clause 4.1).

TIL may be taken at a mutually agreed time, providing that, in order to improve efficiency and maximise productivity during a period of peak workload, by agreement between the relevant manager and the employee(s) concerned, TIL may be banked:

- To a total of five days for employees on a 19-day month cyclic period, and
- To a total of 10 days for employees on a 9-day fortnight cyclic period.

Any overtime worked by an employee who has accrued the five (5) or 10 days, as indicated above, will be automatically paid at the appropriate penalty rate.

On termination of service with Council any TIL banked will be paid at the penalty rate at which it was accrued.

7.7 RECALL TO WORK

(a) General – all employees

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 the employee's ordinary hours of work.

(b) Professional, Services and Support employees

An employee (other than an employee in receipt of the Availability or On Call Allowance, see clause 7.8) 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 (3) hours at the appropriate overtime rate.

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

(i) Employees in receipt of the Availability or On Call Allowance

An employee in receipt of the Availability or On Call Allowance (see clause 7.8) who is recalled to work after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of one (1) hour at the appropriate overtime rate. In such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked.

(c) Operations and Outdoor employees

- (i) An employee who is 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 a minimum of three (3) hours at time and a half, for each time he/she is so called out, provided that:

- where the employee works in excess of two (2) hours, such employee will be paid for a minimum of three (3) hours calculated at time and a half for the first two (2) hours and double time thereafter;
- when the overtime is continuous with the commencement of the employee's ordinary working hours, the payment will be at the appropriate rate for all time from the start of such overtime until the employee's normal commencement time.

- (ii) An employee who is called out to work at any time on a Saturday will be paid a minimum of three (3) hours for each time he/she is so called out, as follows:
- (1) Where the employee actually works for two (2) hours or less, at any time on such day, the payment will be a minimum of three (3) hours calculated at time and a half.
 - (2) Where the employee actually works for more than two (2) hours the calculation will be as follows:
 - Where all or part of the hours worked are before noon (12.00 pm) the first two (2) hours will be paid for at time and a half and the remainder of the hours worked, or the remainder of the three (3) hour minimum payment whichever is the greater, will be paid at double time.
 - Where all those hours are worked after noon (12.00 pm) the minimum payment (i.e. three [3] hours), or the actual hours worked, whichever is the greater, will be at double time.
- (iii) An employee called out to work overtime on a Sunday or on Public Holiday will be paid a minimum of three (3) hours calculated at the rates prescribed in this clause for the first call-out and for the actual time worked at each subsequent call-out.

(d) Employees on Standby

- (i) Employees on Standby [see clause 7.8(e)] 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 and paid as part of the first call out at the appropriate overtime rate.
- (ii) All time outside the ordinary hours of duty that the employee is in attendance or waiting for the purposes of Council, other than at his/her home, will be deemed to be overtime for which the employee will be entitled to be paid.

7.8 ON CALL (INCLUDING REMOTE RESPONSE), AVAILABILITY AND STANDBY

(a) Definitions

Availability applies to Professional, Services and Support employees (Bands 3 to 8) and means that the designated employee must be continuously available for the specified period.

Call out means the employee is called back to work and actually required to leave home to attend to and undertake the work.

Continuously available means that, outside of the employee's normal spread of hours, the employee must be contactable and, having been contacted, must be able to take up duty and attend for work within fifteen (15) minutes.

On Call, including Remote Response, applies to Professional, Services and Support employees (Bands 3 to 8) and means that the designated employee must be contactable outside of the normal spread of hours able to receive and respond to all contacts and respond for duty or work instructions and take appropriate follow up action, for the specified period.

Remote response applies to Professional, Services and Support employees (Bands 3 to 8), who are On Call (i.e. receiving the On Call Allowance) and are required to:

- be continuously available between 6.30 am and 9.00 pm Monday to Friday and between 8.00 am to 8.00 pm on Saturday and Sunday (work units may make other arrangements providing that the availability requirements do not exceed these times), and
- undertake any of the following (which does not require the employee to leave home to undertake the work):

- (i) respond to phone calls or messages, and/or
- (ii) provide advice ('phone fixes'), and/or
- (iii) arrange call out and/or rosters of other employees, and/or
- (iv) remotely monitor and/or address issues by remote telephone and/or computer access.

Standby applies to Operations and Outdoor employees (Bands 1 to 6) and means that the designated employee is required to be continuously available to be called out at any time during the standby period.

(b) General provisions – all employees

- (i) Where an employee fails to comply with the provisions of this clause, the Availability, On Call or Standby Allowances will not be paid.
- (ii) Where, at the direction of or with the prior agreement of Council, an employee deputises for an employee in receipt of the weekly allowance:
 - Availability or On Call Allowance – the employee receiving the weekly allowance will have the payment reduced by 1/7th for each day that they are not undertaking the role.
 - The employee deputising for the employee receiving the weekly Availability or On Call Allowance, will be paid as follows, up to the maximum weekly allowance amount:
 - Monday to Friday – 1/7th of the weekly Allowance
 - Saturday, Sunday, or a Public Holiday – 2/7^{ths} of the weekly Allowance.
 - Weekly standby - the 16 hours allowance paid to the employee on weekly Standby will be reduced by the daily amounts payable [see clause 7.8(e)] to the employee who deputises on standby.
- (iii) Subclauses 7.8(i) and 7.8(ii) will not apply:
 - when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, or
 - where it is customary for the employee to return to Council premises to perform a specific job outside their normal working hours.

Time worked in these circumstances will not be regarded as overtime for the purposes of this clause when the actual time worked is less than one (1) hour on each such occasion.

(c) On Call duty including Remote Response (Professional, Services and Support employees only)

A designated employee required to be On Call will be paid a daily or weekly On Call Allowance as shown in Table 2.

Where the employee, other than an employee who is subject to the Remote Response provisions, is required to return to work, the employee will be paid a minimum payment of one (1) hour, including time reasonably spent in getting to and from work will be counted as time worked.

(i) Remote response

When an employee is required to undertake Remote Response work while On Call (i.e. in receipt of the On Call Allowance), the employee will be paid as follows:

- The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

- The employee will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter remotely for each day, commencing from the first response.

(d) Availability duty (Professional, Services and Support employees only)

A designated employee required to be continuously available to be recalled to work will be paid a daily or weekly On Call Allowance as shown in Table 2.

Where the employee is required to return to work, the employee will be paid a minimum payment of one (1) hour, including time reasonably spent in getting to and from work will be counted as time worked.

(e) Standby duty (Operations and Outdoor employees only)

A designated employee required to be on Standby for seven (7) consecutive days will be paid an allowance equivalent to sixteen (16) hours of ordinary pay for the seven (7) day period.

Where an employee, by agreement with Council deputises for the employee on Standby or is on Standby for a period less than seven (7) days then that employee will be paid a daily allowance, up to a maximum of 16 hours, equivalent to:

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

(f) On Call (including Remote Response), Availability and Standby

The Employer, within twelve (12) months of approval of this agreement, will review the organisation's "After Hours Procedures" to provide further clarity regarding On call (including remote response), Availability and Standby arrangements and procedures.

SECTION 8 FLEXIBLE WORK ARRANGEMENTS**8.1 GENERAL**

- (a) Flexible work arrangements relate to the modes of employment, hours of work and patterns of work, leave arrangements, work locations, workplace facilities and supportive work practices which give employees greater flexibility in how they work to assist them to balance their work, family and lifestyle responsibilities.
- (a) Council and an employee, or group of employees, may agree to flexible working arrangements which include, but are not limited to: flexitime, banked hours, make-up time, and/or seasonal working arrangements.
- (c) Requests for flexible work arrangements may be temporary or permanent arrangements, and Council will respond to requests for flexible work arrangements in a timely way and no later than 21 days from receipt of a written request.
- (d) Requests for flexible work arrangements shall be dealt with in accordance with the relevant section of the Fair Work Act 2009. Applications for flexible work arrangements may be declined on reasonable business grounds only.
- (e) Requests for flexible work arrangements may be made to support care of immediate family, people with a disability, to provide foster care and care for ageing parents/grandparents.

8.2 PRE-NATAL APPOINTMENTS

- a) An employee who presents a medical certificate from a doctor or registered midwife stating she is pregnant will have access to paid leave up to a maximum of 38 hours, for each pregnancy, to enable the employee to attend routine medical appointments associated with the pregnancy, which will be in addition to any other existing paid leave entitlements. The provisions of this clause also apply to eligible employees (pro-rata for part-time employees) who are undergoing an In Vitro Fertilization (IVF) process, pregnancy via a surrogacy arrangement, or in relation to the adoption of a child where the employee will become the primary care-giver.
- b) Council may require proof of attendance at such appointments.

8.3 BREASTFEEDING

- (a) Council is committed to promoting a positive attitude towards breastfeeding in the workplace and will ensure that a clean and non-hazardous facility will be provided as required. It is acknowledged that the workplace should be sufficiently flexible to permit working mothers to choose breastfeeding as a convenient option.
- (b) Such flexibilities shall include, but not be limited to, the provision of adequate facilities for the breastfeeding or expressing and storage of milk within a reasonable distance of the employee's work area.

8.4 AFTER HOURS CHILDCARE

- (a) The parties recognise that the challenges of balancing work and family issues may be significant to all employees and that meetings at times outside of the employee's normal hours may have an impact on employees with family responsibilities.
- (b) The parties acknowledge that high quality, accessible childcare is an important element in the pursuit of equal opportunity in the organisation.
- (c) Where Council requires an employee to attend work, training or a meeting outside of the

employee's normal hours, Council will reimburse expenses incurred for dependent care or childcare on the proviso that satisfactory proof of payment to a third party who is a registered or suitable service provider for the care provided is supplied.

- (d) Reimbursement shall only be for the period that management requires the employee to attend work, training or a meeting outside of the employee's normal hours.

8.5 JOB SHARE

- (a) The parties recognise the potential value of using Job Share arrangements to retain and/or employ skilled staff and improve organisational efficiency.
- (b) Job Sharing is a system of work in which two (2) employees take the responsibility for one full time position, dividing work, pay, holidays and other benefits between them, according to the time they work.
- (c) Each employee in a job share arrangement is employed on a permanent part-time basis and accrues leave on a pro-rata basis according to the hours worked.
- (d) Job Share arrangements will only be considered for applicants where there is no adverse impact on operational requirements and where suitably qualified and experienced applicants are available.
- (e) The parties also recognise that management's consideration of Job Share arrangements will be on a case-by-case basis and that some positions will not be suitable for such application.

8.6 HOME BASED WORK

- (a) Home based work is an innovative response to the opportunities presented by changes to technology as well as issues including greater flexibility of working hours and matters involving employees with family and other responsibilities.
- (b) In line with Council's policy and procedure, each employee wishing to undertake work from home will negotiate an agreement with Council addressing all the criteria and details in that policy which will be subject to review on a regular basis on a minimum of 12 months.
- (c) Council recognises the benefits of office-based working and face to face interaction during onboarding period and supports emphasis on office based working within the employee's qualifying period.

8.7 PHASED RETIREMENT

- (a) An employee who is considering permanent retirement may apply for a change in their employment arrangements for a fixed period of time, as part of a transition to retirement plan, in accordance with Council's Policy.
- (b) Requests for phased retirement will take into account the employee's circumstances and the operational requirements of the work unit.

SECTION 9 TERMINATION OF EMPLOYMENT

9.1 TERMINATION OF EMPLOYMENT

(a) Requirement for notice of termination or payment in lieu

Council must not terminate an employee's employment unless:

- the employee has been given 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 Council 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.

(b) Minimum period of notice:

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

The period is increased by one (1) week if the employee is over 45 years old and has completed at least two (2) years of continuous service with Council at the end of the day on which notice is given.

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

- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season; or
- (ii) an employee whose employment is terminated because of serious misconduct; or
- (iii) a casual employee; or
- (iv) an employee (other than an apprentice) 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.

(c) Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Council, 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 Council may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee, and not more than one week's wages for the employee.

(d) Job search entitlement

Where Council has given notice of termination to an employee, an employee must be allowed up to one (1) days' 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 their manager.

9.2 ABANDONMENT OF EMPLOYMENT

- (a) An employee who has been absent for a period of at least 10 working days, without the consent of the Council, and during such time has not established to the satisfaction of the Council that he/she was absent for reasonable cause, the employee will be deemed to have abandoned their employment without notice and Council may terminate the employee's employment.
- (b) Council will make a reasonable effort to contact the employee before the employee's employment is terminated under this clause.
- (c) Termination in such circumstances will take effect from the date of the employee's last attendance at work or the last day's absence in respect of which consent was granted.
- (d) An employee deemed to have abandoned their employment as described in clause 9.2(a) will be provided notice of termination or pay in lieu of notice, in accordance with clause 9.1(a).

SECTION 10 REDEPLOYMENT, RETRAINING AND REDUNDANCY**10.1 RETRAINING AND REDEPLOYMENT**

The following procedures will be followed in the event of a permanent position becoming declared redundant:

- (a) Every reasonable effort will be made by Council to redeploy an employee whose position is redundant to an appropriate vacant position. Where an employee needs retraining to take a redeployed position, and is willing to undertake such training, Council, in consultation with the employee, will decide on the training required to fill the position.
- (b) Council shall establish a centrally managed redeployment process with the aim of finding appropriate job placement for any employee whose position is declared redundant. The redeployment process shall be undertaken over a 4-week period commencing from the written notification to an employee of a decision to declare the position redundant.
- (c) Vacant position(s) will be identified by Council. Preference will be given to redeployment to a vacant position at the same classification level. However, where Council deems it not practicable to offer the employee redeployment to a vacant position at the same classification level, Council may discuss other arrangements with the employee and/or the employee's nominated representative.
- (d) Council will make available to the employee's nominated representative any relevant information pertaining to a vacant position that has been notified to the employee.
- (e) Any application by the employee for appointment to any position notified to him/her must be made within seven (7) working days of notification and provision of information related to the position.
- (f) Where two or more employees seeking redeployment apply for the same position, appointment will be determined in accordance with Council's recruitment and selection procedures and practices.
- (g) Other than where previously agreed, where there is a matter of salary maintenance, this may be discussed with an employee and/or employee nominated representative. Salary maintenance is capped at 2 weeks for each year of service up to a maximum of 48 weeks, with a minimum of 12 weeks.
- (h) Where an employee accepts redeployment to another position, a maximum trial period of ten (10) weeks will apply:
 - If the trial redeployment is satisfactory to the parties, the Council will offer permanent redeployment to the employee concerned.
 - Subject to the review of individual circumstances, or where a trial period proves unsuccessful through no fault of the employee or Council, payments under the heading Redundancy will be paid.

The offer will be in writing and the employee shall have 10 working days to consider the offer of permanency. At the expiry of 10 working days, the employee shall advise the Council of their acceptance or non-acceptance of the offer of a permanent redeployment position.

- (i) An employee will be placed on the redeployment list for a maximum period of four (4) weeks, commencing from the date of formal notification, and if no redeployment opportunities have arisen, the employee will be retrenched in accordance with the redundancy procedure.

- (j) An employee may elect to forgo a redeployment process and receive payment in lieu of the redeployment period as part of their redundancy entitlements.
- (k) For operational reasons, or in consideration of the health and wellbeing of employees, Council may determine that an employee is not required to attend for duty during the redeployment period.

10.2 REDUNDANCY

A position may be declared redundant where the key functions of the position are no longer required or are not required to be performed by a single person or position. This may occur because of restructuring, changes in work methods, or the introduction of new technology, financial need, a decision to cease offering or vary the provision of a service, or a decision to deliver a service externally.

The following procedures and severance pay entitlements will apply in the event of a permanent position becoming redundant.

Where an employee does not seek redeployment, or where no suitable redeployment opportunities are identified during the redeployment period, Council may retrench the employee.

An employee who is retrenched is entitled to the following entitlements (pro rata calculation for part-time employees), subject to clause 10.2.1:

- (i) Time off to attend bona-fide interviews in accordance with the provisions of the Agreement and NES.
- (ii) \$6,000 service payment, in recognition of service to Council.
- (iii) Outplacement services with a recognised external Outplacement Service Provider to the maximum value of \$5,000, plus opportunity for specialist in-house counselling and agreed access to Council's Employee Assistance Program for a period of two months after separation (the outplacement services payment will not be converted to cash and paid as an additional payment to the employee).
- (iv) Up to four (4) weeks' notice or pay in lieu of notice (or part thereof) dependent on years of service as set out below.

| Period of continuous service | Period of notice |
|--|------------------|
| Up to one year | 1 week |
| One (1) year and up to the completion of three (3) years | 2 weeks |
| Three (3) years and up to the completion of five years | 3 weeks |
| Five (5) years and over | 4 weeks |

- (v) One additional week's pay if over the age of 45 years and having completed at least two (2) years' service.
- (vi) Severance pay of three (3) weeks' pay for each completed year of service to a maximum of **52 weeks**, provided no employee shall receive less than the NES.
- (vii) Severance pay (week's pay) means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:
- overtime
 - penalty rates
 - disability allowances
 - shift allowances
 - special rates
 - fares and travelling time allowances
 - bonuses, and
 - any other ancillary payments of a like nature.

(viii) A 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 in accordance with this clause. Where a motor vehicle is provided in circumstances other than those specified above, the formula for that specific type of use is as follows:
 - Full Private Use - \$10,000 (divided by 52 and multiplied by number of week's severance pay).
 - Restricted Limited Private Use - \$5,000 (divided by 52 and multiplied by number of week's severance pay).
 - Commuter Use - \$2,400 (divided by 52 and multiplied by number of week's severance pay).

(ix) Payment of the employee's accrued Annual Leave and Leave Loading.

(x) Payment of pro rata Long Service Leave (after five [5] years' continuous service).

Nothing in these procedures limit the Council's right to reach agreements with employees whose positions are redundant other than by redeployment or retrenchment (e.g. Leave Without Pay arrangements, temporary secondment, reduced hours arrangements, job sharing, etc.).

An employee whose position is made redundant may be required to continue to perform their normal duties up until the date of redeployment or retrenchment. Failure to maintain satisfactory work performance during this period may result in the forfeiture of benefits conferred in these procedures. However, in the event of gross misconduct or where termination procedures apply, all benefits are forfeited.

10.2.1 Employees Exempted

The entitlements set out above do not apply to:

- (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 (other than an apprentice) 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.

10.3 TRANSFER OF BUSINESS (including Council restructure)

- (a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transferred from an employer (in this clause called the old employer) to another employer (in this clause called the new employer), in any of the following circumstances:
 - (i) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer to be continuous service of the employee with the new employer; or
 - (ii) Where the employee rejects an offer of employment with the new employer:
 - (1) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the old employer; and
 - (2) Which recognises the period of continuous service which the employee had with the old employer to be continuous service of the employee with the new employer.

- (b) The Fair Work Commission may vary clause 10.3 (a)(ii) above, if it is satisfied that this provision would operate unfairly in a particular case.
- (c) Transfer includes conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding meaning.

Council Restructure

In the event of a change of the boundaries of the municipality, the following conditions will apply to employees who transfer to the successor municipality:

- The employee will be employed in a position in accordance with the classifications of this Agreement
- If the employee is employed in a lower paid and/or lower classified position than his/her substantive position with Mitchell Shire Council, salary maintenance will apply in accordance with clause 10.1(g) above, or until the employee obtains a position with the successor municipality which attracts a higher salary than the employee's substantive position with Council, whichever is the earlier
- The employee may at any time request that their Union, or other nominated support person, be present during any negotiations to represent their interests.

SECTION 11 LEAVE**11.1 PERSONAL/CARER'S LEAVE**

Personal/Carer's Leave is provided for in the NES. This clause contains additional provisions.

All employees (except for casual employees who paid a loading in lieu of paid Annual Leave and Leave Loading, Personal/Carer's Leave and Public Holidays) are entitled to paid Personal/Carer's Leave.

(a) Accrual (inclusive of the employee's NES entitlement)

The following Personal/Carer's Leave entitlements apply (pro-rata for part-time employees):

On commencement of employment employees will be credited with one (1) day of Personal/Carer's Leave on ordinary pay.

After one (1) completed month of service the employee, other than a temporary employee, will be credited with the balance of the first full year of Personal/Carer's Leave, i.e. Employees other than nurses – eleven (11) days

A temporary employee will be credited with one (1) day of Personal/Carer's Leave on ordinary pay for each completed calendar month of service.

After the completion of the first year of service, and for subsequent completed years of service, employees (other than casual and temporary employees) will accrue Personal/Carer's Leave, which will be credited on the anniversary of the employee's commencement date with Council, as follows

- employees other than nurses accrue 12 days of Personal/Carer's Leave each year

An employee's entitlement to paid Personal/Carer's Leave accrues in advance, as set out above, according to the employee's ordinary hours of work, and all unused leave accumulates from year to year without limit and is carried over to subsequent years of service with Council.

(b) Taking Personal/Carer's Leave

Personal/Carer's Leave may be taken:

- (i) because the employee is not fit for work because of a personal illness (psychological or physical), or
- (ii) because of a personal injury, affecting the employee; or
- (iii) to provide care or support to a member of the employee's immediate family (as defined in clause 1.2), or a member of the employee's household, who requires care or support because of:
 - (1) a personal illness, or personal injury, affecting the member; or
 - (2) an unexpected emergency.

(c) Notification Personal/Carer's Leave absence

- (i) Employees are required to notify their supervisor directly by telephone (or an alternative method of communication agreed in advance with supervisor) of their inability to attend work prior to the employee's normal starting time. In the event, where notification cannot be reasonably provided prior to the normal starting time, the employee will notify their supervisor by telephone at the earliest possible opportunity on the day of absence.
- (ii) The employee should provide the following information:
- the nature of the leave (carer's or personal), and
 - the estimated duration of such absence.
- (iii) For carer's leave:
- The employee must, where practicable, give their manager 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 manager by telephone (or an alternative method of communication agreed in advance with supervisor) of such absence at the first opportunity on the day of absence.

(d) Medical Certificates

- (i) Medical certificates must be provided in the following circumstances when Personal Leave is taken:
- (a) Where Personal/Carer's Leave is claimed during periods of approved Annual Leave and Long Service Leave, and time in lieu, Accrued Days Off (ADO) and Rostered Days Off (RDO)
- (b) In circumstances where a manager has notified the respective employee that a medical certificate will be required for future absences
- (c) Prior to and subsequent to, the taking of any ADO/RDO, Annual Leave, Long Service Leave and/or a Public Holiday. Taking into consideration the work pattern of the employee.
- (ii) When an employee exceeds four (4) single days without a medical certificate in a calendar year, management reserves the right to request a medical certificate as supporting evidence.
- (iii) In circumstances where Council identifies an employee is absent from work due to an excessive number of unscheduled absences due to personal illness, Council can request the employee to produce a medical certificate for every absence, not inclusive of the four (4) single day absences without a medical certificate.
- (iv) Wherever possible, regular meetings or appointments of a personal nature should be made during RDO/ADOs.
- (v) All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid Personal/Carer's Leave per permissible occasion for the purposes of caring for an immediate family member or member of the employee's household.

For employees other than casual employees, this entitlement can only be accessed where the employee has exhausted all of their paid Personal/Carer's Leave.

(e) Personal Leave during Annual or Long Service Leave and Public Holidays

- (i) Employees may substitute Annual Leave taken for Personal/Carer's Leave or other paid leave, where:
 - (a) an employee is unfit for work while on Annual Leave on a day or days on which the employee would normally have worked, and
 - (b) the employee provides a certificate from a duly qualified medical practitioner specifying the number of days the employee was unfit for work, and
 - (c) the illness or injury is not an illness or injury for which worker's compensation is payable, and
 - (d) the requirements or criteria for access to the other type of paid leave have been met, including relevant evidence requirements.
- (ii) Employees may apply to substitute five (5) or more days (pro rata for part-time employees) of Long Service Leave taken for Personal Leave, where:
 - (a) an employee is unfit for work while on Long Service Leave for a continuous period of five (5) days or more on which the employee would normally have worked, and
 - (b) the employee provides a certificate from a duly qualified medical practitioner specifying the number of days on which the employee was unfit for work (five (5) or more), and
 - (c) the illness or injury is not an illness or injury for which worker's compensation is payable.
- (iii) If an employee does not have the amount of Personal Leave accrued to cover the number of days specified in the certificate, the total amount of Personal Leave accrued will be deducted, and the employee will be advised that the remainder will be deducted as Annual or Long Service Leave, as appropriate, or the employee may request, in writing, to use any accrued time (TIL, banked RDOs or ADOs) or take unpaid Personal Leave.
- (iv) The certificate, or other required evidence, must be provided to Council at the earliest reasonable opportunity but no later than seven (7) days after the occurrence of the Personal Leave, or on the employee's first day back at work, whichever is earlier.
- (v) The amount of any Annual Leave Loading paid to the employee for any period of Annual Leave converted into Personal Leave in accordance with clause 11.1(e)(i), will be deducted from any future entitlement to Annual Leave Loading or, if the employee resigns, from the employee's termination pay.
- (vi) If a Public Holiday (see clause 11.13), 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 Council by or on behalf of the employee. This clause will not apply during a period of unpaid Personal/Carer's Leave.

(f) Transfer of accumulated leave

For employees, other than nurses, 20 days' accumulated Personal/Carer's Leave will be transferable to or from another Victorian council, provided that an employee will not be entitled to have more than 12 days of Personal/Carer's Leave credited to him/her in respect of any 12 month period, and subject to the following conditions:

- (a) An employee's service between employers is continuous (breaks of two [2] 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 employing council certifying the amount of Personal/Carer's Leave accumulated to his/her 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 20 days, then the amount of Personal/Carer's Leave transferable will be the employee's actual leave balance.

Nurses

Transfer of leave entitlements for nurses is covered in the Mitchell Nurses Service USA (see Section 14.3).

(g) Infectious diseases

A Nurse who contracts, or believes they have contracted, or are required to isolate due to exposure to one of the infectious diseases listed below must as soon as possible notify Council of their contracting the infectious disease:

- Chicken Pox (Varicella)
- Covid
- German Measles (Rubella)
- Hepatitis
- Influenza
- Measles (Morbilli)
- Mumps
- Rheumatic Fever
- Scarlet Fever
- Whooping Cough

All employees are required to advise Council if they have contracted any notifiable condition under the *Public Health and Wellbeing Act 2008* and to adhere to and comply with any relevant directions under that Act.

Council, at its discretion or subject to any statutory requirements, may provide Special Infectious Diseases Leave, the amount and conditions of which, if any, would be determined by Council at the time.

11.2 COMPASSIONATE LEAVE

- (a) An employee may take up to five (5) days of Compassionate Leave per permissible occasion.
- (b) The parties recognise that some special circumstances may require greater than five (5) days leave and applications for additional Compassionate Leave will be considered by the CEO on advice from the Director.
- (c) An employee is entitled to up to one (1) day's Funeral Leave, for each occasion, to attend the funeral of a person of significance, which includes a close friend, peer or relative not covered in the definition of 'Immediate Family Member' (see clause 1.2).
- (d) For employees, other than casual employees, Compassionate and Funeral Leave are paid at the employee's ordinary rate of pay for the employee's ordinary or rostered hours of work in the period of leave.
- (e) For casual employees, Compassionate and Funeral Leave are unpaid leave.
- (f) Compassionate Leave and Funeral Leave are not cumulative.
- (g) An employee may take Compassionate Leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained a personal injury, that poses a serious threat to his or her life; or
 - (ii) after the death of the member of the employee's immediate family or household.

- (h) The employee must give Council notice of the taking of leave as soon as practicable (which may be a time after the leave has started); and must advise Council of the period, or expected period, of the leave.
- (i) If required by Council, the employee must provide satisfactory evidence.

11.3 LONG SERVICE LEAVE

Employees are entitled to Long Service Leave in accordance with the *Local Government (Long Service Leave) Regulations 2021*.

Note: The transfer of Long Service Leave entitlements for nurses is specifically covered in the Mitchell Nurses Service USA (see Section 14.3).

Staff will be encouraged to take all of their accrued Long Service Leave before a further period of entitlement falls due.

In exceptional circumstances, including personal injury or illness and/or financial hardship, and subject to the approval of the CEO and at the CEO's sole discretion, employees may access their pro rata accrued Long Service Leave, at any time.

While it is the preference of Council that Long Service Leave be taken at the full pay rate, Council may approve:

- double leave at half pay, or
- half leave at double pay.

Examples:

An employee who has accrued and is entitled to 16 weeks of LSL at a value of \$32,000 (i.e. \$2,000 per week) may apply to take the LSL as follows:

- Leave at full pay: 16 weeks of leave paid at \$2,000 per week (\$32,000); or
- Double leave at half pay: 32 weeks of leave paid at \$1,000 per week (\$32,000); or
- Half leave at double pay: 8 weeks of leave paid at \$4,000 per week (\$32,000).

11.4 ANNUAL LEAVE AND LEAVE LOADING

This clause applies to all employees except where otherwise specified

Annual Leave shall be taken during periods agreed between the employee and their manager with the understanding that Annual Leave shall be taken, as far as practicable, during less productive periods of the work cycle.

The parties agree to work co-operatively to ensure that excessive Annual Leave is not accrued (i.e. greater than 40 days) (pro-rata for part-time staff).

11.4.1 Period of Annual Leave

- (a) All employees (except for shiftworkers [as defined] and casual employees who are in receipt of the loading in lieu of paid Annual Leave and Leave Loading, Personal/Carer's Leave and Public Holidays) will be entitled to four (4) weeks paid Annual Leave, paid at the employee's ordinary rate of pay as if the employee had worked instead of taking leave.
- (b) Where an employee with 12 months' continuous service is engaged for part of the 12-monthly period as a shiftworker (see clause 5.6), the employee's Annual Leave will be increased by half a day for each month the employee is continuously engaged as a shiftworker.
- (c) 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.
- (d) Annual Leave is exclusive of Public Holidays that fall within the period of leave.

11.4.2 Annual Leave loading

- (a) The employee will be paid an Annual Leave Loading of 17.5% of four weeks' pay, 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 Council, be paid in any of the following ways:
 - on the anniversary date of employment;
 - on the same date each year as determined by Council; or
 - when taking annual leave.

11.4.3 Continuous service

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

- (a) absence without approval;
- (b) Leave Without Pay granted at the employee's request;
- (c) unpaid Personal/Carer's Leave, the total period of which in one year of employment exceeds four (4) weeks;
- (d) unpaid Personal/Carer's Leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by Council, an employee engages otherwise than in the service of Council 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 in the one year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation.

11.4.4 Proportionate leave on termination

An employee who ceases their employment with Council for any reason, including termination by Council, will be paid in lieu of Annual Leave calculated on a pro rata basis of continuous service as defined in clause 11.4.3.

11.4.5 Annual Leave Cash Out

By agreement between Council and an employee, a portion of an employee's Annual Leave accrual may be cashed out instead of taking leave, provided that:

- (i) the employee retains a balance of at least four (4) weeks' Annual Leave i.e. 152 hours of Annual Leave for a full-time employee, or 140 hours for a full-time Library employee, or pro rata for part-time employees based on their ordinary rostered hours of work (work program); and
- (ii) the employee takes Annual Leave equal to, or greater than, the amount of Annual Leave being cashed out (see example), providing that this requirement will not apply:
 - in cases of financial hardship, subject to satisfactory evidence being provided to the Manager People & Culture, or
 - to part-time employees who work less than 19 hours per week, or on four (4) or fewer days per week, or
 - where the employee has accrued more than eight (8) weeks of Annual Leave.

Example:

An employee taking two (2) weeks' Annual Leave can apply to have an additional two (2) weeks' Annual Leave cashed out, with a total deduction of four (4) weeks from the employee's Annual Leave accrual, subject to clauses (i) and (ii), above.

- (iii) a written agreement is made on each occasion Annual Leave is cashed out;
- (iv) no pressure is applied to the employee to cash out any Annual Leave;
- (v) the payments for cashed out annual leave is the same as would be payable had the employee taken the leave.

Employees are encouraged to seek independent financial advice before cashing out any Annual Leave.

11.5 ANNUAL CLOSEDOWN

Notwithstanding anything contained in this Agreement where Council decides to close down part or all Council services during the Christmas - New Year period for the purpose of giving the whole of the annual leave due to all or the majority of Council employees (other than nurses – see below) then qualified for such leave, Council will give at least two (2) months' notice to his/her employees of the intention to do so.

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

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

Nurses

In addition to the Annual Leave prescribed by this Agreement, where a Maternal and Child Health Centre is not open on the days in the period between Christmas Day and New Year's Day, an MCH Nurse is entitled to be absent from work on such days without deduction of pay.

11.6 PARENTAL LEAVE

Parental Leave is provided in accordance with the NES. The following clauses provides additional entitlements. Paid Parental Leave is available for permanent employees who qualify under the NES for unpaid Parental Leave.

Application

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

- (a) the leave is associated with:
 - (i) the birth of a child of the employee or the employee's domestic partner (including via surrogate or IVF); or
 - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has, or will have, responsibility for the care of the child.

Definitions

For the purposes of this clause:

- (a) Eligible Casual Employee** means a casual employee:
- (i) employed by Council on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least 12 months; and
 - (ii) who has, but for accessing Parental Leave under this clause, a reasonable expectation of continuing employment by Council on a regular and systematic basis.
- (b) Continuous Service** is work for Council on a regular and systematic basis (including any period of authorised leave).
- (c) Child** means:
- (i) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's domestic partner, including via surrogacy or IVF,
 - (ii) 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; and
 - has not, or will not have, lived continuously with the employee for a period of six (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 domestic partner.
- (d) Primary Carer** means the person who is the primary carer of a newborn or newly adopted child. Only one person at a time can be a child's Primary Carer.
- (e) Secondary Carer** means a person who has caring responsibility for the child but is not the Primary Carer.
- (f) Domestic partner** is defined in clause 1.2, and includes a de facto spouse, former spouse or former de facto spouse.

Paid Parental Leave - Eligibility

Permanent and temporary employees (whose term of appointment will continue beyond the period of paid Parental Leave), are entitled to a combined total of 52 weeks' paid and unpaid Parental Leave in relation to the birth or adoption of a child, providing that:

- They have completed 12 months of continuous service with Council, or
- They will have completed 12 months of continuous service at the date (or expected date) of birth of the child, or the date (or expected date) of placement of the child, and
- They are the Primary Carer of the child.

Employees with less than 12 months of service and eligible casual employees are entitled to up to 52 weeks of unpaid Parental Leave in relation to the birth or adoption of a child.

Note: Adoption Leave

Adoption Leave shall be as set out for Primary and Secondary Carer Leave, including paid Parental Leave.

Summary of Parental Leave Entitlements

Parental Leave entitlements are summarised in the following table (pro rata for part-time employees):

| | Paid Leave | Unpaid Parental Leave | Total |
|------------------------|------------------------------------|-----------------------|----------|
| Primary Carer | | | |
| Permanent employee | 14 weeks (or 28 weeks at half pay) | Up to 38 weeks | 52 weeks |
| Secondary Carer | | | |
| Permanent employee | 4 weeks | Up to 5 weeks | 9 weeks |

All Parental Leave taken by an employee who is the Primary Carer must be taken as a continuous period or periods up to a maximum of 52 weeks after the birth or placement of the child.

Approved Parental Leave, paid or unpaid, does not break an employee's continuity of service.

Parental Leave – Primary Carer

A person is the Primary Carer of a child if:

- (i) the child is in the person's care in that period; and
- (ii) the person meets the child's physical needs more than anyone else in that period.

All eligible employees will be entitled to 14 weeks paid Parental Leave as the Primary Carer (Primary Carer Leave); pro rata payment will apply to part-time employees.

Staff may opt, in writing, for payment at half pay over twice the period (i.e. 28 weeks leave at half pay).

Payment for a second or subsequent period of Parental Leave by an employee will be calculated by averaging the employee's base salary in the 12 months prior to taking the subsequent period of Parental Leave.

Parental Leave – Secondary Carer

An employee who has, or will have, completed at least 12 months paid Continuous Service at the time of taking the leave, and who will be the Secondary Carer at the time of the birth or adoption of a child, is entitled to Secondary Carer's Leave.

A person is the Secondary Carer of a child if:

- (a) another person is the primary carer of a child; and
- (b) the person is the domestic partner of the primary carer of the child.

All eligible staff will be entitled to four (4) weeks paid Parental Leave as the (Secondary Carer Leave); pro rata payment will apply to part-time staff.

Secondary Carer Leave should, unless agreed otherwise, be taken within three (3) months of the birth or placement of the child and may be taken in two (2) separate periods of leave.

Note: When an employee who is a Secondary Carer becomes the Primary Carer of a child for any reason, the employee will be entitled to Primary Carer's Leave providing that any leave taken by the employee (i.e. Secondary Carer Leave) or their domestic partner (if a Council employee), may be deducted from the Primary Carer Leave entitlement. All other entitlements for a Primary Carer will apply and be available to the employee. The employee will be required to provide appropriate evidence of the requirement to assume the Primary Carer role and responsibilities.

Primary Parental Leave Superannuation

- (a) An Employee is entitled to have superannuation contributions made in respect of the period of the Employee's paid and unpaid Primary Carer Parental Leave which occurs on or after the commencement of this Agreement.
- (b) For the period of paid Primary Carer Parental Leave, superannuation contributions will be paid to the Employee's fund quarterly in accordance with clause 12.20 (Superannuation).
- (c) For the period of unpaid Primary Carer Parental Leave, an Employee is entitled to have superannuation contributions paid as a lump sum to the Employee's fund as provided for in clause 12.20 (Superannuation).
 - (1) the lump sum payment will be made on or before the first superannuation guarantee quarterly payment due date following the Employee's return to work at the conclusion of their Primary Parental Leave.
 - (2) the quantum of the superannuation contributions payable under this clause will be calculated based on:
 - (i) the number of weeks of Primary Carer Parental Leave taken by the Employee, capped at 52 weeks; and
 - (ii) the average number of hours worked over the previous 12 months; and
 - (iii) the Employee's Ordinary Hourly Rate; and
 - (iv) the applicable contribution rate under the *Superannuation Guarantee Administration Act 1992* (Cth) (as amended from time to time) at the time payment is made.

Sole Carer

An employee who is the Primary Carer for a child shall be entitled to 52 weeks unpaid leave, inclusive of any entitlement to paid Parental Leave in accordance with this clause.

Continuing to work while pregnant

- (a) Council may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:
 - (i) continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or
 - (ii) is on paid No Safe Job Leave.
- (b) Council may require the employee to start Parental Leave if the employee does not give Council the requested certificate within seven (7) days of the request.
- (c) An employee who gives Council a medical certificate stating that the employee is unfit to work because of her pregnancy will be able to commence Parental Leave immediately.

Personal/Carer's Leave

A pregnant employee, not on Parental Leave, who is suffering from an illness, whether related or not to the pregnancy, may take paid and/or unpaid Personal/Carer's Leave in accordance with this Agreement.

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 Council 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 Council does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid No Safe Job Leave, or Council may require the employee to take paid No Safe Job Leave immediately for a period which ends at the earliest of either:

- (i) when the employee is certified unfit to work by a registered medical practitioner, during the six (6) week period before the expected date of birth; or
 - (ii) 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 (paid or unpaid) the employee has.

Special Parental Leave

- (a) Where the pregnancy of an employee, not 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) Paid parental leave entitlements under the agreement shall apply in the event of a still born or neonatal death at 20 weeks up to 40 weeks including after the expected date of confinement.

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:
 - (i) that the employee will become either the Primary Carer or Secondary Carer of the child, as appropriate;
 - (ii) that for the period of Parental Leave the Employee will not engage in any conduct inconsistent with their contract of employment with Council.
- (b) At least four (4) 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 Council of any changes to the notice already provided unless it is not practicable to do so.
- (c) Council may require the employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, including via surrogacy, the date of birth of the child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
 - (ii) in the case of Adoption 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.

Commencement of Parental Leave

- (a) An employee who is pregnant may commence Primary Carer Leave six (6) weeks prior to the expected date of birth of the child, or earlier by agreement with Council. 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) Council and the employee may agree to alternative arrangements regarding the commencement of Parental Leave, including Secondary Carer Parental Leave.
- (d) Unless otherwise agreed, any entitlement to paid Parental Leave will be paid from the date of commencement of Parental Leave.

Extending Parental Leave

- (a) An employee who is on an initial period of Parental Leave of less than 104 weeks, may extend the period of their Parental Leave on one (1) occasion only, up to a maximum of 104 weeks.
- (b) The employee must notify Council in writing at least four (4) 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) 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 104 weeks.
- (d) 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.

Keeping in touch days

- (a) During a period of Parental Leave, Council and an employee may agree to the employee performing 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 the NES.

Right to Return to Part-time Work

- (a) In addition to all other entitlements, all employees on Parental Leave (Primary Carer Leave) shall be entitled to return to the organisation on a full-time or part-time basis in the same or similar position occupied prior to the Parental Leave.
- (b) It is agreed between the parties that some positions are not suitable to either job share or to be performed on a part-time basis. A review of the position and each component of the required duties outlined in the Position Description, will be completed three (3) months prior to the employee's return to work date. A phased in approach to returning to work will be available, wherever possible, and it is agreed that, in some instances, due to the type of work to be performed and the job design, it will not always be possible to accommodate a part-time return to work for an extended period in excess of three (3) months.
- (c) In circumstances where it was necessary for a pregnant employee to be transferred to a safe job prior to commencing Primary Carer Leave, she will be entitled to return to the position she held immediately before such transfer occurred.

11.7 CULTURAL AND/OR CEREMONIAL LEAVE

The parties recognise and value the cultural diversity of employees and, therefore, shall provide the opportunity for employees who are required to observe days of cultural, ceremonial and/or religious significance.

Where attendance requires time away from work, employees may apply for any accrued paid leave to which they may be entitled and shall have reasonable access to time in lieu.

Alternatively, the employee may elect to apply, in writing, for up to 10 days unpaid leave per annum, non-cumulative.

11.8 SERVICE WITH DEFENCE RESERVE

Council supports the participation of its employees in the Defence Reserve Services, in accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth) and will grant leave with makeup pay to allow active participation in the Defence Reserve, for up to 10 days per annum.

11.9 SERVICE WITH EMERGENCY SERVICES ORGANISATIONS

Council supports the participation of its employees in emergency services organisations (including but not limited to Country Fire Authority, State Emergency Services, St. John's Ambulance and Red Cross) and will grant up to three (3) days' paid leave per emergency to enable employees to participate in emergency response activities with one of these organisations, subject to the provisions below.

For a period longer than three (3) days per emergency, Council will provide paid leave for 50% of the period greater than three (3) days. Employees may use Annual Leave, time in lieu or RDOs/ADOs for any unpaid time.

To be eligible for paid leave under this clause, the following requirements apply:

- Employees must be registered volunteers with the organisation
- Evidence of membership must be sighted and placed on the employee's personnel file
- In all cases the employees must obtain approval from their supervisor for attendance at an emergency
- Employees are to minimise the effect of their absences from the workplace on Council's essential operations by sharing the number and frequency of responses to initial callouts with other volunteers of the relevant emergency service
- Where special circumstances exist, the CEO may vary the amount of paid leave granted to an employee
- If the employee receives any payment for services from elsewhere for attending the emergency, that amount received will be deducted from the employee's wages which were paid for the period of absence from work
- The leave granted to an employee will be equivalent to the employee's normal or rostered working hours excluding any overtime
- RDO/ADOs, Annual Leave, etc. will accumulate as normal.

Where the emergency occurs outside of working hours and continues for a period in excess of four (4) hours, the employee shall be entitled to have a 10-hour break without loss of pay before continuing work.

In the event that the Municipal Emergency Co-ordination Centre (MECC) is activated in accordance with the Mitchell Municipal Emergency Management Plan (or any successor Plan), employees who work outside the spread of hours specified in Table 1, as part of Council's relief and recovery activities will be paid overtime and provided appropriate time off between work shifts etc (see clauses 7.1 and 7.5).

11.10 PURCHASED LEAVE

The Purchased Leave model of employment enables an employee to receive four (4) weeks paid Annual Leave and up to a maximum of eight (8) weeks of unpaid leave in a year, (plus other leave entitlements) and will be paid for the 52 weeks of the year at the fractional rate of based on the amount of unpaid (Purchased) leave and the employee's annual salary for their position.

All full-time employees, other than casual employees, who have completed 12 months' continuous service at the Council may apply for Purchased Leave.

Purchased Leave may only be introduced at an employee's initiative. Written applications for Purchased Leave must be approved by the employee's Director.

Each application will be considered on its merits, based on factors including but not limited to the:

- Potential disruption to customers;
- Impacts on the Council's business needs;
- Impact on departmental budgets;
- Impact on the workloads of other staff;
- Ability to obtain suitable relief staff; and
- Other requested or approved leave within the department or work unit.

The parties recognise that not all positions lend themselves to this type of arrangement.

In each case the agreed arrangement will be considered to be a trial for the first 12 months, after which continuation of the arrangement, if requested by the employee, will be subject to a satisfactory review by the parties on an annual basis.

An employee working under a Purchased Leave arrangement may request to revert to standard employment conditions or an alternative Purchased Leave arrangement. Such request can only be made every 12 months from the date of the commencement of a Purchased Leave arrangement.

Staff are strongly encouraged to obtain independent financial advice prior to entering into a Purchased Leave arrangement.

11.11 LEAVE WITHOUT PAY

Council may, at its discretion, grant an employee Leave Without Pay for a period of up to 52 weeks, with the employee retaining the right to return to the same job on return, or a similar job if the employee's original position no longer exists.

Applications for Leave Without Pay should be made three (3) months before the proposed commencement date of the leave, or such other notice period as may be agreed by Council. The notice shall not be necessary when exceptional circumstances prevail.

The notice shall include:

- The reason(s) for the proposed leave, including where possible, information to support the reason(s); and
- The proposed starting and return dates.

Council, in considering an application for Leave Without Pay, shall ensure:

- The employee has used all other forms of paid leave available in this Agreement (except for applications for unpaid Personal/Carer's Leave, where an employee has used all of their accrued paid Personal/Carer's Leave entitlements); and
- Operational requirements, work unit performance objectives and service delivery are not unduly affected; and
- Another person is available who has the appropriate skills and qualifications and can fulfil the responsibilities of the position, and
- No significant cost is incurred by Council.

While on Leave Without Pay, the employee will endeavour to keep informed of issues at Council and shall, as far as is practicable, maintain their skills and knowledge at a level that will ensure minimal training is required upon the employee's return to work.

During any period of unpaid leave the employee will not engage in any conduct inconsistent with their contract of employment with Council and must seek approval, in writing, from the CEO (or his/her delegate) to undertake other paid work, providing that such approval will not be unreasonably withheld.

This clause is in addition to other unpaid leave provisions in the Agreement.

The provisions of this clause do not apply to a management approved external secondment.

By written agreement between the employee and the CEO, Leave Without Pay may be approved for more than 52 weeks.

11.12 JURY SERVICE

An employee will notify his/her manager as soon as possible of the date upon which he/she is required to attend for jury service and provide a copy of the jury service summons to support their application for Jury Service Leave.

Further, the employee will provide Council with proof of their attendance, the duration of such attendance and the amount paid in respect of such jury service.

An employee, required to attend for jury service during his/her ordinary working hours will be reimbursed by Council 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.

11.13 PUBLIC HOLIDAYS

All employees (except casual employees who are in receipt of a loading in lieu of paid Annual Leave and Leave Loading, Personal/Carer's Leave and Public Holidays), 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
- King's Birthday
- Grand Final Eve (Friday before the AFL Grand Final, when proclaimed)
- Melbourne Cup Day
- Christmas Day
- Boxing Day
- Any other additional, substitute or half-days as prescribed in the *Public Holidays Act 1993 (Vic)*.

By agreement between Council and an employee, another day may be substituted for any set day(s) prescribed in this clause.

Arrangements for Public Holidays

- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (iii) 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.
- (iv) 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.
- (v) ANZAC Day is observed on 25 April each year and is not substituted for another day if it falls on Saturday or Sunday.

Payment for work on Public Holidays

Payment for work on a Public Holiday is set out in clause 7.2, or in a USA in Section 14.

Note: Where there is an inconsistency between the terms of this clause and the terms of a USA in Section 14, the terms of the USA will prevail to the extent of the inconsistency.

11.14 FAMILY VIOLENCE LEAVE

(a) General Principle

- i. The Council acknowledges that violence, in all its forms, including in the workplace, community, and within families, is unacceptable and constitutes a fundamental violation of human rights that will not be tolerated.
- ii. The parties acknowledge that employees may encounter situations of violence or abuse in their personal lives, which could impact their attendance or performance at work. The Council is dedicated to offering support to employees experiencing family
- iii. Council will provide a workplace in which family violence is not tolerated or excused and will provide a safe work environment
- iv. Council will continue to raise awareness around family violence and provide training to appropriate staff.
- v. Confidentiality will be maintained for all employees who are victims of family violence.
- vi. Council will uphold and endorse the Gender Equality Act 2020, reaffirming its dedication to implementing its principles.

(b) Definition of Family Violence

Family violence is defined in the Family Violence Protection Act 2008, and includes, but is not limited to physical, sexual, financial, verbal, emotional, psychological abuse including threatening or coercive control by a family member.

(c) General Measures

- (i) Proof of family violence will be required and can be in the form of an agreed document issued by the Police, a Registered Health Practitioner, a Family Violence Support Service or Lawyer.
- (ii) All personal information concerning family/domestic violence will be kept confidential in line with Council policy and relevant legislation.
- (iii) Any performance issues directly related to the employee experiencing family violence will be managed in accordance with Council's policies and procedures, with an emphasis on supporting the employee in the workplace.
- (iv) An employee experiencing family violence may raise the issue with their immediate manager or a member of the People & Culture team.
- (v) Council will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

(d) Family Violence Leave

An employee experiencing family violence will have access to up to fifteen (15) days of paid special leave per year, non-cumulative, for medical appointments, legal proceedings and other reasonable activities related to family violence.

This leave is in addition to other 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. Notification of the employee's absence and supporting documentation must be provided as soon as practicable.

(e) Individual Support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Council will consider any reasonable request, subject to operational requirements, from an employee experiencing family violence including, but not limited to:

- Changes to their span of hours or pattern of hours and/or shift patterns
- Job redesign or changes to duties, either temporary or permanent
- Relocation to suitable employment at other Council work sites
- A change to their telephone number and/or email address
- Leave, including Leave Without Pay
- Any other appropriate measure including those available under existing provisions for flexible work arrangements.

An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

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

SECTION 12 – SALARIES, SUPERANNUATION AND EXPENSES

12.1 Quantum and Timing of Pay Increases

Employees will receive the salary increases outlined below, during the term of this Agreement.

| Quantum of increase | Date* |
|---------------------|-------------|
| 3.5% | 1 July 2024 |
| 3%** | 1 July 2025 |
| 2.75%** | 1 July 2026 |
| 2.75%** | 1 July 2027 |

* NB the increases (quantum) will apply from the first full pay period on or after the specified date.

** NB or rate cap (whichever is higher)

12.2 Salaries and Wages

(a) Electronic Funds Transfer

All salaries and wages will be paid by electronic funds transfer to a bank account, credit union or building society nominated by the employee.

(b) Period of Payment

Salaries and wages will be paid on a fortnightly basis subject to the completion and submission of a time sheet, where required.

Where an employee is absent from work other than on approved paid leave, the employee shall be paid for the hours worked only.

An employee will be paid wages due to him/her as soon as practicable after the termination of his/her employment. Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be calculated up to and including the date of the termination of his/her services.

12.3 Recovery of overpayments

- (a) Employees agree to reimburse Council for any overpayment of wages, including allowances and expenses, made to the employee in error by Council.
- (b) Following advice, in writing, from Council of an overpayment to an employee, Council and the employee will agree to a reasonable payback period to be confirmed in writing.
- (c) Where the parties cannot agree on a repayment schedule, the employee will be required to make minimum fortnightly repayment instalments which will repay the overpayment in the same length of time over which the overpayment was made, or a minimum instalment of five per cent (5.0%) of the total amount owing per pay, whichever is the longer, which will continue until the parties agree on another arrangement or until the overpayment has been repaid.
- (d) Any agreed repayment arrangement may be reviewed in cases of financial hardship, by the employee applying, in writing, for a review and providing satisfactory evidence to the Manager People & Culture.
- (e) Council may deduct any balance of outstanding monies owing to Council from an employee's termination payment.

12.4 Underpayments

- (a) Where an underpayment of wages occurs by an error of Council, the payment will be corrected within two (2) working days receiving advice from the employee of the underpayment, as far as practical, except:
 - (i) where the underpayment is advised within four (4) working days of the employee's next pay period; or
 - (ii) where, in cases of hardship, amounts less than five per cent (5.0%) will be processed in the employee's next pay period; or
 - (iii) where the employee notifies Council of hardship in respect of an amount owing, Council will make its best endeavours to make the payment owing as soon as possible.
- (b) Council will notify the employee of the adjustment being processed and provide the date of payment and any payment identification details.
- (c) This subclause will not apply where:
 - (i) Council and the employee are in genuine dispute as to whether the monies are owed to the employee;
 - (ii) the underpayment is the result of employee error; or
 - (iii) the reason for the underpayment is an unforeseen event or circumstance outside the control of Council, frustrating Council's ability to meet the requirements of this clause.

12.5 Minimum Rates and Classifications

- (a) Minimum weekly rates of pay as set out in Appendix 1 (Minimum Salary Tables) will be paid to employees as appropriate.
- (b) The rates of pay prescribed in this Agreement will be deemed to be the minimum rates payable, and nothing herein contained will preclude Council from paying an employee at a higher rate of pay than that prescribed in this Agreement.
- (c) Council will classify all positions in accordance with the classification definitions and descriptors contained in Appendix 2 (Classification descriptors).
- (d) The employee will have the right to request a review of his/her classification if it is considered to be incorrect.
- (e) Where no agreement can be reached on the classification of any position, the Dispute Settlement Procedure clause (clause 3.4) contained in this Agreement may be utilised.

12.6 Minimum Classifications

- (a) The entry point to the classification structure for Professional, Services and Support employees is Band 3 Level A.
- (b) Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute must be no less than Band 5 Level A.
- (c) Subject to the classification descriptors (Appendix 2), the minimum classification for an Experienced Engineer must be no less than Band 6 Level A.
 - (i) **Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute.

(d) The qualifications are as follows, that:

- the employee is a member of the Institute; or
- the employee has graduated in a four (4) year or a five (5) year course recognised by the Institute, has had four (4) 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 the purposes of this clause "Institute" means the Institute of Engineers, Australia.

12.7 Junior employees (Professional, Services and Support employees only)

(a) A junior employee classified in accordance with the definitions of Bands 3 to 5 will be paid a minimum weekly salary according to their age based on the following percentages of the Band 3 Level A rate:

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

12.8 Apprentices

Apprentices employed by the Council shall be engaged in accordance with Appendix 3 (Apprentices).

12.9 Supported Wage System

A person who is eligible for a supported wage will be engaged in accordance with the terms and conditions of Schedule B of the *Victorian Local Government Award 2015* – see 'modern awards' under the Fair Work Commission (FWC) website – www.fwc.gov.au

12.10 Trainees – National Training Wage

A trainee employed by the Council will be engaged in accordance with the terms and conditions of Schedule D of the of the *Victorian Local Government Award 2015* – see www.fwc.gov.au

12.11 School-Based Apprentices

School-based apprentices employed by Council shall be engaged in accordance with Schedule C of the *Victorian Local Government Award 2015* – see www.fwc.gov.au

12.12 Option for Annualised Salary

- (a) By agreement between Council and an employee, the employee may be paid at an annualised rate which is made up of the minimum salary rate for the relevant classification and an additional component.
- (b) In such cases, the annual rate may provide that some or all of the following provisions of the of the Agreement do not apply:
- (i) Overtime and penalty rates
 - (ii) Time in lieu of overtime payment
 - (iii) On Call and Availability Allowances
 - (iv) Allowances
 - (v) Annual Leave Loading.

The annualised rate, including the additional component, must be sufficient to cover what the employee would have been entitled to if all Agreement required payments, including overtime, penalty rates and allowances, had been complied with.

Part or all of the additional component may be taken in the form of a non-salary benefit such as provision of a Council provided motor vehicle.

- (c) 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:
 - (i) be in writing and signed by both parties; and
 - (ii) be recorded in the time and wage records kept by Council in accordance with the Fair Work Regulations, or a notation must be placed in the record as to where a copy of the agreement may be inspected; and
 - (iii) provide an annual review of the agreement (to ensure the employee is not worse off under the annualised arrangement); and
 - (iv) provide access to the Dispute Settlement Procedures in this Agreement (see clause 3.4).
- (e) The employee may be represented in any discussions relating to the making or review of an agreement under this clause.

12.13 NURSES

- (a) A Registered Nurse shall be classified into one of the following classifications and paid the applicable salary:
 - (i) Maternal and Child Health nurse
 - (ii) Immunisation nurse
 - (iii) Maternal and Child Health Team Leader
 - (iv) Maternal and Child Health Coordinator.
- (b) 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 a 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.
- (c) 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.
- (d) 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 Coordinator or Maternal and Child Health Team Leader, as appropriate, and paid at the relevant rate of pay contained in this Agreement.
- (e) **Salary progression (nurses)**

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

12.14 Salary Sacrifice

Any salary packaging arrangement must be within appropriate legal and administrative guidelines and will be amended to reflect any changes which impact on these arrangements.

Employees wishing to avail themselves of salary sacrifice are strongly advised to obtain independent financial advice, at their own cost.

Any taxes and or any other additional costs must be fully accounted for so that Council does not incur any additional expense or costs, other than payroll administration costs.

12.15 Expenses

- (a) Where an employee is required to travel on duty involving overnight accommodation, the employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the reasonable cost of meals and lodging.
- (b) All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on Council's behalf will be paid by Council.
- (c) All claims for such expenses will be rendered as soon as possible after they have been incurred providing particulars of the travel undertaken and expenses incurred in the discharge of official duties. Council may require that any claim will be supported by appropriate receipts and/or a statutory declaration.

12.16 HIGHER DUTIES

- (a) For the purposes of this clause a **day** will be defined as:
 - For a full-time employee - the ordinary hours of work as required for that work section where 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 four (4) hours on any day.
- (b) An employee directed or appointed to perform and undertake the normal duties and responsibilities of a higher classified position where the employee is required to perform the substantive functions of the role for more than one (1) day will be paid higher duties in accordance with clause 12.16(c).
- (c) The employee will be paid higher duties for the whole period during which they undertake the duties of the higher classified role, as follows:
 - Where it is a higher classified position within the Band structure of the Agreement, the employee will be paid at the first level (i.e. Level A) of the Band of the higher classified position, subject to clause 12.16.(d)
 - Where the higher classified position is subject to an annualised salary agreement under this Agreement (see clause 12.12), the employee will be paid the banded salary of the higher classified position
 - A nurse who is directed or appointed to act in either of the following positions will be paid the salary of the incumbent (or immediate past incumbent, if the position is vacant) for the period during which the employee is acting in the role:
 - the MCH Coordinator
 - the MCH Team Leader.
- (d) An employee may be paid at Level B, C, D, or up to the full annualised salary amount where the employee:

- (i) demonstrates the required skills, knowledge and experience to undertake the position, and
- (ii) actually, carries out all aspects of the position, and
- (iii) is accountable for all outcomes delivered while acting in the higher position for the entire duration.

The actual Level (B, C or D) or annualised salary amount is subject to the relevant Manager's or Director's discretion and approval, based on the employee's experience, skills and knowledge.

- (e) Higher duties will be paid when the relieving employee is on leave and on Public Holidays which occur during the specified period of higher duties.

12.17 Damage to prescription glasses

- (a) Where an employee is able to demonstrate that their personal prescription glasses (spectacles) were damaged or destroyed during normal working activities, Council will, subject to clause 12.17(b) reimburse the cost of repairs to or replacement of the glasses, on a comparable quality basis, up to a maximum of 75% of the out of pocket costs, subject to clause 12.17(c).
- (b) This clause will not apply:
 - if the damage or destruction was caused by the employee's own actions or negligence, or failure to adhere to and implement safe work practices
 - to stolen, misplaced or lost glasses
 - when an employee is entitled to any other compensation in respect of the damage, including personal health or other insurance. (Where possible, the employee should access health insurance rebates for the replacement, in the first instance.)

(c) Proof of payment

When making claims for reimbursement, employees must submit official receipts substantiating allowable expenses.

12.18 ANNUAL REVIEW

- (a) An annual review will be undertaken by Council for all full-time and part-time employees. Where an employee has had an absence of in excess of 3 months in the preceding 12 months, the employee's increment (subject to this clause) will be delayed by the period of such absence.
- (b) The review will be confidential and comprise as a minimum the following:
 - A review of the level within a Band or classification level; and
 - The Band or classification level having regard to the classification definitions contained in Appendix 2 (Classification descriptors);
 - Reference to the Dispute Settlement Procedures (see clause 3.4), if necessary;
 - Access by the employee concerned to any formal review documentation upon request.
- (c) Progression of an employee from one level to the next within a Band will not be automatic but, subject to this clause, will be dependent upon the achievement of all of the following:
 - (i) The acquisition and satisfactory utilisation of new or enhanced skills if required by Council and as is set out in the employee's Performance Development Plan (PDP); and
 - (ii) The meeting of established performance objectives as determined in accordance with the employee's PDP; and
 - (iii) Satisfactory service over the preceding 12 months (see definition - clause 1.2).

12.19 INJURED AND ILL WORKERS

(a) Rehabilitation

Council agrees to support rehabilitation of workers who have suffered an injury or illness, whether the injury or illness is work related or not. Any support provided by Council with regard to a non-work related injury shall be cost neutral to Council

Council shall investigate the possibility of providing alternative duties to assist in the rehabilitation process in consultation with the rehabilitation provider and the employee.

In assessing whether or not an employee is able to undertake alternative duties, or continue working normal duties, a mutually agreed (by the employee and Council) medical specialist may be accessed to provide additional information which is in addition to their own treating medical practitioner for assessment and/or treatment.

Attendance at an appointment with a mutually agreed medical practitioner will be mandatory and cost neutral to the employee.

(b) Accident Make-up Pay

Council shall be responsible for the payment of accident pay for the prescribed period to an eligible employee.

Council 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 Council pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) ('Act').

For the purposes of this clause:

- (a) 'Accident pay' means the difference between the weekly payments paid under the Act and pre-accident average weekly earnings.
- (b) 'Prescribed period' means the period commencing on the date of the injury and ending 39 weeks after the injury.
- (c) An 'eligible employee' is an employee who is receiving weekly payments in accordance with the Act.
- (d) 'Average weekly earnings' means the employee's average weekly earnings calculated as outlined below:
 - (i) To calculate average weekly earnings, regard shall be had to the employee's average weekly earnings over the period of 12 months prior to the date of injury, in respect of an employee who has been employed by Council for less than 12 months.
 - (ii) In determining average weekly earnings, regard shall be had to payments made in respect of overtime work where overtime work was normally performed by the employee prior to the date of injury, but regard shall not be had to any allowance made to compensate an employee for expenses incurred in undertaking the work or travelling to and from the workplace or to compensate the employee for any disability associated with the performance of work.
- (e) In the event that the employee receives a lump sum in redemption of weekly payments, the liability of Council to pay accident pay will cease from the date of such redemption.
- (f) Notwithstanding the provisions of this clause, the liability to pay accident pay to casual or temporary employees, will cease at the expiration of such engagement or 39 weeks, whichever is the lesser period.

12.20 SUPERANNUATION

(a) Superannuation legislation

Council will comply with all relevant and applicable superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

The rights and obligations in the clauses below supplement and complement those in the superannuation legislation.

(b) Employee choice

Under legislation, employees have the opportunity to choose their superannuation fund.

If an employee does not nominate a specific superannuation fund, Vision Super or HESTA for Nurses, will be the default superannuation fund for Council employees.

Council will use Vision Super's clearing house facility to disperse superannuation payments to nominated funds.

(c) Employer contributions

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

Superannuation will be paid for all employees on all ordinary hours worked by the employee.

Council will, as far as practicable, pay superannuation payments on a monthly basis, in arrears, other than Defined Benefits contributions which are paid quarterly, in advance.

(d) Voluntary employee contributions

Employees are encouraged to sacrifice some of their pre-tax pay to superannuation.

Subject to the governing rules of the relevant superannuation fund and any relevant rulings or directions from the Australian Taxation Office (ATO), an employee may, in writing, authorise Council to pay, on their behalf, a specified amount from the employee's pre- and/or post-taxation wages into the employee's nominated fund.

An employee may adjust the amount the employee has authorised Council to pay from the wages of the employee by giving written notice to Council of such change.

(e) Absence from work

Subject to the governing rules of the relevant superannuation fund, Council must also make the superannuation contributions provided for in clause 12.20(a), and pay the amount authorised under clause 12.20(d):

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

| | |
|-------------------|-------------------|
| SECTION 13 | ALLOWANCES |
|-------------------|-------------------|

13.1 General

For the life of this Agreement and where appropriate, Council will only pay the allowances set out below. No other allowances except those specified in this clause or referenced in other parts of this Agreement, will be paid.

It should be noted that weekly payments as listed will be paid to full-time employees and on a pro rata basis for part-time and casual employees, as applicable. Where a weekly allowance is paid on a daily basis, the allowance will be paid at the rate of 1/5th of the weekly amount to a maximum of the weekly amount, unless otherwise specified.

For the life of this Agreement allowances will be indexed in accordance with the percentage increases and dates payable (i.e. quantum and timing of increases) in clause 12.1, unless otherwise specified in the Agreement.

Table 2: Allowances Rates

| Allowance | Clause | 1 July 2024* |
|---|--------|---------------------------------------|
| Industry (incorporated in minimum rates of pay – see Appendix 1) | 13.2 | \$2,360/year |
| Maintenance ¹ | 13.3 | \$2,360/year |
| First Aid | 13.4 | \$2.83/day |
| On call | | \$141.82/week |
| Availability | | \$283.64/week |
| Meals - \$ 1 st and subsequent meal | 13.5 | \$19.29 |
| Use of private vehicle - c/km: Vehicle: <ul style="list-style-type: none"> • > 4 cyl² • 4 cyl or less³ Motorcycle: <ul style="list-style-type: none"> • 250cc and above • < 250 cc | 13.6 | 112.10c 92.48c 53.89c 40.27c |

¹ Maintenance Allowance - Calculation of daily rate = (annual rate / 24) / 9 e.g. 2360 / 24 = 98.33 / 9 = 10.92/day – see clause 13.3

² 4 cylinders or 35 power mass units (pmu) and over

³ 4 cylinders or less, or less than 35 power mass units (pmu)

* From the first full pay period on or after 1 July

13.2 Industry Allowance - Operations and Outdoor employees (Bands 1 - 6) only

In addition to the rates prescribed in clause 12.5 (Minimum Rates and Classifications), an employee engaged on any of the work specified below will be paid an allowance specified in Table 2 to compensate for all adverse conditions associated with working outdoors, and/or for moderately obnoxious, offensive or dirty working conditions, including:

- climatic conditions when working in the open on all types of work, including in wet places
- climbing stairs or ladders or work in confined or cramped spaces
- dust blowing in the wind on construction sites and similar disability to employees engaged on maintenance of roadways, footways, etc
- working in dusty, muddy or dirty conditions, including sloppy or muddy conditions associated with all types of construction and maintenance
- drippings from newly poured concrete
- working at heights on all types of scaffold and using temporary structures, and makeshift appliances having regard to the requirements of the job
- working in hot places (including at temperatures artificially raised above 45⁰ Celsius)

- cleaning of public toilets and animal shelters
- operating mechanical and pneumatic equipment
- removing and/or destroying dead animals* (*this Allowance incorporates and replaces the Dead Animals Allowance from superseded Council Enterprise Agreements and the former *Victorian Local Government Award 2001*)
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances
- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials
- collection, removal and/or disposal of non-putrescible waste, including by mechanical means
- fighting fires
- the lack of usual amenities at the work site.

The Industry Allowance will not apply to the employees in the following categories of employment:

- Baths/Swimming Pool/Recreation Centre Attendant Chlorinating or Non Chlorinating
- Storeperson (where the Storeperson as part of their full-time duties is required to regularly work in any of the abovementioned conditions, the allowance will be paid).

The Industry Allowance is incorporated in the minimum pay rates set out in Appendix 1, and not paid as a separate specific allowance.

13.3 Maintenance Allowance – Operations and Outdoor employees (Bands 1 - 6) only

The Maintenance Allowance will be paid to employees, other than when the employee is on any leave, designated by management as the employee in charge of equipment including, but not limited to:

- graders, backhoes
- trucks (light, medium, heavy, etc.)
- self-propelled rollers, loaders, front deck mowers, tractors,

providing that the employee is required to and actually and properly undertakes appropriate routine maintenance and running repairs of each item of equipment within their control.

Employees are required to carry out such maintenance either at the start of each day before the actual starting time, or after the normal finishing time each day and after the completion of all other work, to ensure that all plant and equipment is prepared and ready to start at the set starting time for each day.

A checklist of required maintenance will be prepared for each item of plant and equipment.

Management has the right to remove the Maintenance Allowance from employees who are deemed not to be undertaking the maintenance to a satisfactory level.

The daily rate of the Maintenance Allowance is calculated by dividing the annual rate by 24 (24 fortnights i.e. excluding Annual Leave) and dividing that amount by nine (9) – nine (9) days in the fortnight.

Example: Calculation of daily rate of Maintenance Allowance:

Annual amount - 1 July 2024 = \$2,360

$2,360 / 24 = 98.33$ (24 fortnights per year i.e. excluding Annual Leave)

$98.33 / 9 = \mathbf{\$10.92 \text{ per day}}$ (9 days per fortnight – standard engagement arrangement)

NOTE: Review of Maintenance Allowance

In Year 1 of this Agreement (2024/2025), Council will work with the relevant Union and relevant employee representatives to develop an agreed process for annualising the Maintenance Allowance into the weekly rates (as has been done with the Industry Allowance). The parties will genuinely endeavour to achieve an agreed outcome which:

- Is fair and equitable for employees
- Is simple to administer and monitor
- Rewards actual performance and work
- Does not incur an unreasonable increase in total payments
- Maintains the current conditions and implementation.

The Maintenance Allowance will be annualised into the salaries of relevant employees covered under the Outdoor, Operations and Parks Unit Specific Agreement from the first full pay period on or after 1 July 2025, or another agreed date.

13.4 First aid allowance

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 in accordance with Table 2 if he/she is appointed and required by Council to perform first aid duty.

13.5 Meal Allowance

A Meal Allowance will be payable if an employee has worked in excess of 10 hours in the day and the time is more than two (2) hours after the normal finishing time. An additional meal allowance will be provided after a further five (5) hours, providing that the work will continue after the meal break.

No meal allowance will be paid if an employee has been provided with a meal during the course of work by Council and/or by a third party.

13.6 Travel (Use of Private vehicle) Allowance

Wherever possible, a Council vehicle will be available for use by the employee to minimise the use of private vehicles.

Where an employee uses their private vehicle for work related purposes, by arrangement with Council the employee will be reimbursed at the rates per kilometre set out in Table 2.

13.7 Uniforms

Where Council determines that employees are required to wear a Corporate Uniform, Council will supply the Corporate Uniform to employees with responsibility for regularly interacting with the broader community, at no cost, in accordance with Council's policy.

The policy applies to staff in the following Work Areas: Customer Service, Libraries, Local Laws, Leisure Centres, and Maternal and Child Health Nurses.

Council will continue to provide appropriate Personal Protective Equipment to all outdoor employees.

13.8 Other Roles and Applicable Allowances

Employees covered by this Agreement, undertaking the following roles from time to time according to a roster, will be paid the applicable allowance, as follows:

- Municipal Emergency Management Officer (MEMO) – On Call Allowance
- Deputy MEMO – On Call Allowance
- Municipal Recovery Manager (MRM) – On Call Allowance
- Deputy MRM – On Call Allowance
- After Hours Duty Officer – Availability or Standby Allowance, as appropriate
- Fire Warden – First Aid Allowance equivalent

These Allowances may be annualised, where appropriate, on a pro rata basis calculated on the proportion of time the employee will be rostered to undertake the role.

SECTION 14 – UNIT SPECIFIC ARRANGEMENTS**14.1 General**

These USAs may vary employment conditions but do not, on balance, disadvantage employees in relation to their terms and conditions of employment. Where there is an inconsistency between the provisions of the USA and the provisions of the Agreement, the USA will prevail and apply to the extent of the inconsistency.

These USAs identify mechanisms for improved efficiency and service in a manner that enables work units to respond quickly and effectively to specific circumstances, which arise from time to time.

The USAs set out in sections 14.2 – 14.5 inclusive, have been prepared in consultation with employees in the work unit to ensure that they do not adversely affect employees.

14.2 OUTDOOR, OPERATIONS AND PARKS - UNIT SPECIFIC AGREEMENT**1. Introduction**

The following refers to Operations and outdoor employees in the Operations and Parks Department and includes Resource Recovery Centre (RRC) and Landfill Operators.

2. Specific Work Arrangements

For all work undertaken by the Operations and Parks Unit, the following conditions will apply.

- 2.1. Starting times may be varied or staggered, by agreement between the parties and subject to clause 7 below, to meet the needs of the projects and work requirements with 48 hours' notice where practicable.
- 2.2. The daily and weekly ordinary work times of employees shall be undertaken in accordance with a program (see clause 7 below) developed to achieve the highest levels of productivity and efficiency of work operation and organisation.
- 2.3. Employees will, wherever practical and appropriate, work through to a logical conclusion of any project or function on which they are working, including at rest and meal breaks and the end of the day, to ensure that there is a minimum of overlap, duplication, repetition, or lost or unproductive time, including travel.
- 2.4. In order to improve the flexibility of Units, the averaging of hours may be introduced by agreement between employees and the relevant manager, having regard to operational requirements within the agreed spread of hours.

2.5 Rest Interval (Operations and Outdoor employees Bands 1 to 6 only)

- (a) Employees, other than a part-time or casual employee [see clause 2.5(b)] will be allowed without deduction of pay, a break of twenty (20) minutes per day to be taken during the first part of his/her working day, provided that by agreement between the Manager and employee or employees, the break may be taken at another time or other times, but in not more than two (2) separate periods.
- (b) Where a part-time or casual employee works before a recognised break and continues to work after such break, the employee will be entitled to such paid break.

3. Overtime and Penalty Rates

- 3.1. All overtime must be approved in advance by the relevant Department Manager. Overtime in excess of 38 hours shall only be worked in circumstances where such work cannot be reasonably planned, or situations that result from emergencies.
- 3.2. Employees who work outside the spread of hours set out in Table 1, of the Agreement, or who work in excess of 10 hours on any one day or their programmed total number of hours in each program cycle, shall be paid overtime subject to:
 - Calculation of all overtime at the end of each pay period and for the whole of the program period; and
 - Payment or time in lieu of all overtime at the appropriate Agreement rate, unless other arrangements, which are no less favourable to the employee, are made by agreement between Council and employee(s).
- 3.3. The employee may nominate to be paid for overtime or take time in lieu at an agreed time.
- 3.4. If any accrued time (RDOs or time in lieu) is unable to be taken due to unforeseen

circumstances, then such accrued time may be paid to the employee at the appropriate Agreement rate, unless other, no less favourable arrangements are made by agreement between Council and employee.

3.5 Where an employee (other than a full time or casual employee) is required to work outside the regular span of hours, the employee shall be entitled to superannuation contributions to be paid on the base rate of pay.

4. Commencement and Cessation of Duties

4.1. In addition to their Depot, employees are required to work at many sites across the municipality. When required to commence the day at a site other than their Depot, employees will work until the programmed finishing time or the logical conclusion of the job on which they are working.

4.2. When an employee is required to change the point at which they commence duties, as specified on their program, they will generally be given at least 24 hours' notice of the change, unless agreed otherwise by Council and employee.

4.3. Wherever possible, the Operations and Parks Unit will provide a vehicle to transport employees and appropriate arrangements will be made to fill the vehicle(s) with employees working at the same site. Unless other arrangements are made by agreement between the employee and Council, employees working at one site will travel in the Council vehicle.

4.4. Where an employee is required and programmed to start at a job site other than a Council depot, and where he/she incurs travel in their own vehicle which is greater than the distance normally travelled from their home to and from the depot, he/she will be paid for the actual extra travel time up to a maximum of one (1) hour's travel time per day (at ordinary rates of pay) where the difference exceeds five (5) kms per day each way. Such travel time is not included in the employee's standard hours and will not be counted towards overtime. No payment shall be made for kilometres travelled.

5. Unproductive Time

5.1 Management and employees shall ensure that productivity and work output is not affected by unnecessary down time.

5.2 Where, due to inclement weather conditions, machinery or equipment breakdown, non-supply of materials or any other reason, employees are prevented from undertaking their normal work, employees shall be provided with alternate productive work or in-house or other training will be organised to maximise the benefit of such unproductive time.

5.3 Management will consult with employee(s) on the level and availability of productive work.

6. Allowances

In addition to any applicable allowances in Section 13 and Table 2, the following allowances apply to Operations and Outdoor employees in the Operations and Parks Department including Resource Recovery Centre (RRC) and Landfill operators.

6.1 Call-outs

An employee who is called out to work overtime after hours to respond to an emergency or other need, will be paid overtime in accordance with clause 7.1 of the Agreement, providing that when the hours worked are between midnight (12.00 am) and 4.00 am on any day, they will be paid at double time for the actual time worked in this period.

This clause does not apply where it is customary for the employee to return to work to perform a specific job outside their ordinary working hours.

6.2 Mobile Phone Allowance

An employee who is required to use their own mobile phone as part of their duties shall be entitled to a mobile phone allowance consistent with Council's Choose Your Own Device (CYOD) Policy. Employees in receipt of the allowance are required to ensure the appropriate applications are maintained on their device in accordance with Council's policy, and are expected to answer calls during working hours.

7. Work Programs

- 7.1. Where practical, employees' work programs will be covered by a program, which has been developed in consultation with the employee or Work Team, which covers starting times and locations, if appropriate, and may be individual or Work Team based.
- 7.2. Programs will cover at least a weekly period and will generally cover a fortnightly period but may cover a four-week period depending on the specific projects or work programs on which the employees are working.
- 7.3. Programs may be changed with at least 24 hours' notice to the employee(s) involved unless agreed otherwise between Council and employee(s).

8. Classification of Positions - Operations and Parks Units (Operations and Outdoor employees)

- 8.1 The minimum classification level applying in the Operations and Parks Units will be Band 3.
- 8.2 The following positions will be classified as Band 4, noting the list is not exhaustive:
 - Maintenance Grader Operator (person in charge)
 - Flocon Operator (person in charge)
 - Leading Hand - Civil Construction Crew
 - Leading Hand - Parks
 - Inspector Parks and Gardens
 - Inspector Road Maintenance
 - Inspector Bridge Maintenance.

Note: Person in charge refers to the designated officer responsible for the crew.

9. Casuals

- 9.1 Casual employees may work 8.5 hours per day for nine (9) days each fortnight, similar to full-time employees, a total of 76.5 hours per 10-day fortnight.
- 9.2 Casual employees shall be paid for the 76 hours at ordinary time rates plus 25% loading. An additional 0.5 hours will be paid at time and a half (T ½) penalty rate (overtime).
- 9.3 Should a casual employee be requested to work on the tenth day in any 10-day period they will be entitled to penalty rates for this additional day at time and one half (T ½) for the first two hours and double time for all further time worked.
- 9.4 In the interests of efficiency and to maximise unit productivity, management may include casual employees in a work area ADO/RDO cyclic roster if it is in the best interests of Council.
- 9.5 Casual employees who are required to work on a public holiday will be paid at the rate of double time and a half.

14.3 MITCHELL NURSES SERVICE – UNIT SPECIFIC AGREEMENT

1. Definitions

These definitions relate specifically to Nurses and are read in conjunction with the definitions contained in clause 1.2 of the Agreement:

AHPRA means the Australian Health Practitioner Regulation Agency

Basic training means training for registration as a Registered nurse

Experience means full-time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Registered Nurse (Division 1) by AHPRA. 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
- the employee continues to satisfy the registration and recency of practice requirements of the NMBA and AHPRA.

Work Unit Manager means the Manager Life Stages

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

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

Maternal and Child Health (MCH) Nurse Team Leader means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is appointed as a Team Leader for Maternal and Child Health Nurses, and may also include Immunisation nurses

Maternal and Child Health Nurse (MCHN) 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) and has attained the following additional qualification:

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

NMBA means the Nursing and Midwifery Board of Australia

The following refers to employees working in Mitchell Maternal and Child Health and Immunisation Services.

Maternal and Child Health Nurses

2. Monitoring and Reviewing the Unit Specific Agreement

2.1. All employees will meet regularly, as required, as a Work Team to consult, negotiate and communicate on a regular basis with the Work Unit Manager, or her/his representative.

2.2. The Maternal and Child Health (MCH) Nurse Coordinator will provide advice, assistance and/or make recommendations to the Work Unit Manager, as required, on:

- Funding and service viability/development.
- Demographic trends, service requirements and locations service budget.
- Staffing levels and session allocations.

- Applications for funding.
 - The implementation of the USA.
 - Development of the Maternal and Child Health Service.
 - Integration and/or links with other services provided by or for Council.
 - Training and development.
 - Overtime and reducing regular overtime.
 - Communication with other Mitchell Corporate and Community Services Work Units of Council/Providers.
- 2.3.** The Work Team will co-operate with, and operate within, the broad objectives, structure, and requirements of the Work Unit.
- 2.4.** The Work Team with the Work Unit Manager agrees to identify and explore opportunities to develop and promote and further enhance organisational policies and work practices which support and facilitate the opportunities for employees with family responsibilities.
- 2.5.** Annual performance and productivity objectives will be established for the Work Unit which may relate to any aspect of the operations of the Work Unit and will include targets relating to, but not limited to, the following:
- Effectively managing staff schedules, leave and other absences to ensure the effective use of temporary (relief) or casual staff.
 - Effectively managing the Work Unit budget and the contract; managing all travel related costs of the Work Unit; the development and management of the Work Unit, including problem solving and decision making to increase the autonomy of the Work Unit.

3. Specific Work Arrangements

For all work undertaken by the Work Unit, during the period of operation of the USA, the following conditions will apply.

3.1. Service Provision and Location

The Work Team may be required to undertake work and provide the Maternal and Child Health Services at any approved location within the municipality on any day according to a schedule agreed between the Work Team and the Work Unit Manager, taking into consideration the needs of the Work Unit, the community and the needs of employees. Changes to the agreed schedule will be made following consultation with the work team.

- 3.1.1.** Council will maintain a team approach for the delivery of services to ensure appropriate workloads for nurses. Council, the Work Unit Manager, and the Work Team will work together to monitor workloads over the life of the Agreement to an appropriate industry standard. This may include the implementation of an appropriate workload monitoring tool.

Council will monitor workloads and wherever possible to ensure workloads do not exceed 0-1 enrolments of 130 per full-time employee (1.0 EFT). Where the 0-1 enrolments are between 120 and 130 per full-time employee (1.0 EFT), Council will work with the Work Unit Manager and consult with the MCHN as appropriate to identify and manage any relevant workload issues. This may include consideration of additional resources if appropriate.

Council will maintain, as per the Department of Health initiative, 45 minutes KAS visits for parents and children provided by the universal Maternal and Child Health Service.

Universal MCH Nurses will be allocated two hours per day of administrative time.

- 3.1.2.** By agreement, overtime may be taken as time in lieu. Time in lieu will accrue as per clause 7.6 of this Agreement. Where the taking of time in lieu is not practical, the additional hours will be paid upon the approval of the Work Unit Manager.

Overtime or time in lieu will not accrue where extra shifts are worked by a part-time employee,

by mutual agreement between the employee and the Work Unit Manager.

- 3.1.3. By agreement, time in lieu of overtime may be banked up to a maximum of five (5) days in total (i.e. 38 hours accrued time) at any one time, to be taken at a mutually agreed time between Council and the employee. Where an employee has accrued 38 hours (five days) time in lieu and is required to work overtime, the employee will be paid at the appropriate overtime rates.
- 3.1.4. The Work Team will monitor all overtime undertaken by the employees of the Work Unit and will review the situation at least six (6) monthly and make recommendations to the parties on appropriate steps to reduce the occurrence of regular or recurring overtime.
- 3.1.5. Council undertakes, where practicable and possible, given availability of suitably qualified personnel to provide 100% coverage for all leave taken by employees.

3.2. Professional Development

- 3.2.1. During the period of operation of the USA, an Annual Performance Review will be conducted of all employees, on or before the end of November each year, which will set performance targets and identify training opportunities for each employee. The performance targets may include targets and objectives for both individual employees and the Work Unit as a whole.
- 3.2.2. For MCH students prior to qualification, Council will offer a scholarship on the basis that nurses apply for vacancies at Council.
- 3.2.3. Council will pay costs associated with gaining and maintaining Lactation Nurse qualifications.
- 3.2.4. Professional training and development will continue to ensure that the performance targets and objectives are achieved and enable employees to improve their career opportunities and meet National Nursing and Midwifery Registration requirements. Employees may be required to undertake appropriate and relevant training to ensure that their skills and competences are maintained at a contemporary level.
- 3.2.5. A training plan reflecting the needs of the Work Unit and individual employees will be determined by the Work Unit in conjunction with the Work Unit Manager.
- 3.2.6. Subject to approval by the Work Unit Manager, nurses may access up to four (4) days professional development leave per annum, provided Council is the sole employer of the relevant employee, for the purposes of completing their National Registration professional development requirements.

Where Council is not the sole employer of the relevant nurses, this entitlement will be provided on a pro rata basis.

Additional Professional Development leave may be considered on a case by case basis as authorised by the Work Unit Manager.

- 3.2.7. Nurses will be entitled to up to twelve hours clinical supervision per annum which may include group clinical supervision within monthly team meetings subject to individual needs and operational requirements.
- 3.2.8. Council will reimburse or pay for Working with Children Checks for Maternal and Child Health Nurses

Funding and Service Viability

- 3.2.9. The parties agree that a fundamental element for the continued viability of the Work Unit is that growth will occur through provision of services to Mitchell Shire Council and other parties. The work team, in conjunction with the Work Unit Manager, will identify and pursue appropriate

options for funding and identify new or additional opportunities which could be provided by the work team, with the approval of the Work Unit Manager, to the viability of the Work Unit. Active participation by the Work Unit Team will be sought in the preparation of any agreement or contract bids.

3.2.10. Each year the Work Team, in conjunction with the Work Unit Manager, will review the annual funding available to the Service and make appropriate recommendations relating to service levels and location, session allocations, staffing levels, the allocation of hours to Team Members, which reflect variations in the available funding and ensure that the Work Team is viable and operates within the available funding and the budget for the contract.

The Work Team will take into consideration appropriate sources and levels of funding and any additional services offered by the Work Unit, which could provide revenue for the Work Unit and create employment for Team Members.

3.2.11. If agreement cannot be reached between the Work Team and the Work Unit Manager on any issue covered in clause 3.2.9 above, the matter will be resolved using the dispute settling clause in this Agreement.

3.3. Unit Coordination

It is agreed between the parties that the position of Maternal & Child Health Coordinator and Team Leader (where appointed) and however titled, will be held at all times by a qualified Maternal & Child Health Nurse.

The salary for the Maternal & Child Health Coordinator will include a minimum additional 10 per cent to that of the highest Maternal Child Health Nurse classification pay rate.

The salary for the Maternal & Child Health Team Leader, if appointed, will include a minimum additional five (5) per cent to that of the highest Maternal Child Health Nurse classification pay rate.

Council remains committed to maintaining appropriate EFT in the position of Maternal & Child Health Coordinator, however named, subject to staffing levels and operational requirements inclusive of number of birth notices in the Shire.

3.4. Higher Qualifications Allowance

Salaries and Higher Qualifications Allowance

The higher qualifications allowance will increase in accordance with the quantum and timing provisions of clause 12.1 of this Agreement.

In addition to the weekly salaries (pro rata for part-time, casual and relieving employees) a Registered Nurse (Division 1) who holds an additional qualification shall be paid the following higher qualifications allowance:

- Hospital Certificate or Graduate Certificate 4.0% of the base rate
- Post Graduate Diploma 6.5% of the base rate
- Masters or Doctorate 7.5% of the base rate.

A nurse may only claim payment for one allowance, being for the highest qualification held.

The above allowance shall be paid during all periods of leave.

For the purposes of this clause, the “**base rate**” is 65% of the MCH Nurse Year 1 annual salary.

Enhanced MCH Nurses

An Enhanced MCH Nurse will be paid an allowance equivalent to 5% in addition to the base salary for all work performed in the Enhanced role. This allowance also applied to any staff member who is directed to or covers an Enhanced role.

Recruitment and Retention – recognition of service and leave entitlements

To encourage recruitment and retention of Nurses at Council, and provided that the previous employer transfers the accrual amount to Council, MCH nurses moving from the public sector or other councils will be able to transfer their accrued entitlements of Annual Leave, Long Service Leave and Personal/Carer's Leave, and have service at those prior workplaces (public sector or other council) recognised with respect to Long Service Leave and Personal/Carer's Leave accrual.

3.5. ANMF Branch Meetings

Nurses who have been elected to the Victorian Branch of the ANMF as a Branch Executive Committee member will be granted paid leave to attend meetings.

3.6. Use of Private Vehicles

3.6.1. Kilometre reimbursement for use of own motor vehicles.

Where an employee is required to use their own motor vehicle whilst on official Council business which has been approved by their manager, they will be reimbursed via the payroll system in accordance with the rates prescribed in Table 2 (see Section 13).

3.6.2. Damage cover for private motor vehicles whilst on Council Business

Employees using their own private vehicle for Council business must, on an annual basis, provide documented evidence that their vehicle is comprehensively insured prior to using their vehicle for Council business. The driver must also hold a valid driver licence and the vehicle must be roadworthy and maintained appropriately.

Should an employee have their private motor vehicle damaged whilst on approved official Council business they will be covered as outlined below and subject to the conditions below.

If an employee's vehicle is damaged whilst it is being used in the course of their employment, Council has an insurance policy which covers the cost of the insured excess the employee pays as part of their claim.

Where the cost to repair damage to the employee's vehicle does not exceed the relevant insurance excess, Council will consider such claims on a case by case basis.

The maximum amount payable per claim is \$1,000.00.

Conditions

- The accident must have occurred whilst the employee is carrying out their approved official Council duties.
- The vehicle must be privately owned by the employee and comprehensively insured unless otherwise agreed with the relevant Manager.
- A claim must be lodged with, and accepted by, the employee's motor vehicle insurer.
- The employee must have paid the excess to the insurer/repairer.

What is not covered?

- Any costs which are not covered by the employee's motor vehicle insurer.
- Accidents which occur whilst the employee is carrying out non-work related activities e.g. personal shopping, medical appointments, school trips.
- The employee will not be covered if they are under the influence of drugs or alcohol or it is

proved they were operating a mobile telephone or other such device whilst driving.

Additional Assistance

If a vehicle owned by a nurse is required to be off the road for repairs as a result of damage occurring while on duty during working hours, where possible Council will assist in the nurse accessing a Council pool vehicle for work related purposes only.

In the event of any accident, an incident form must be completed and forwarded to the OHS Officer for investigation. Claims are to be lodged with Council's Risk and OHS unit.

3.6.3 Council will ensure that private vehicle are not used for Court visits, including attendance at court hearings and DHS case meetings, and where practical Enhanced Home Visiting.

3.7 Personal Leave Accrual (inclusive of the employee's NES entitlement)

The following Personal/Carer's Leave entitlements apply (pro-rata for part-time employees):

On commencement of employment employees will be credited with one (1) day of Personal/Carer's Leave on ordinary pay.

After one (1) completed month of service the employee, other than a temporary employee, will be credited with the balance of the first full year of Personal/Carer's Leave, i.e.

- Nurses – fifteen days (15) days

A temporary employee will be credited with one (1) day of Personal/Carer's Leave on ordinary pay for each completed calendar month of service.

After the completion of the first year of service, and for subsequent completed years of service, employees (other than casual and temporary employees) will accrue Personal/Carer's Leave, which will be credited on the anniversary of the employee's commencement date with Council, as follows:

- nurses accrue Personal/Carer's Leave as follows:
 - 18 days in each year in the second, third and fourth years of service;
 - 25 days in the fifth and each subsequent year of service.

An employee's entitlement to paid Personal/Carer's Leave accrues in advance, as set out above, according to the employee's ordinary hours of work, and all unused leave accumulates from year to year without limit and is carried over to subsequent years of service with Council.

Immunisation Nurses

3.8 In accordance with regulations, immunisation nurses will not be required by Council to work alone.

3.9 Professional Development / Training

3.9.1 Council will reimburse Immunisation Nurses for CPR and immunisation accreditation and for fees and hours required to complete training and assessment.

3.9.2 Council will reimburse or pay for Working with Children Checks for Immunisation Nurses.

14.4 MITCHELL LEISURE SERVICES – UNIT SPECIFIC AGREEMENT

1. Introduction

The following arrangements apply to employees working in the Mitchell Leisure Services Unit.

2. Definitions

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|--------------------|--|
| Duty Manager | means the person designated from time to time, as the Duty Manager, at an Aquatics Centre or facility. |
| Facility | means any leisure facility (recreation centre) operated by Mitchell Shire Council or managed by the work unit, including the Kilmore Leisure Centre, Seymour Sports and Aquatic Centre; Broadford Outdoor Pool, Seymour War Memorial Outdoor Pool, and Tallarook Outdoor Pool. |
| Sessional employee | means a casual employee who undertakes sessional work and is engaged and paid by the session, and includes, but is not limited to: Swim School Instructors, Gym Instructors, and Personal Trainers. |

3. Types of employment

Full-time Employees

Full-time employees' hours of duty shall be 152 ordinary hours per four (4) week cycle worked in accordance with a roster, providing that employees may work up to 10 hours on any day at ordinary rates.

Part-time Employees

Part-time employees will typically work less than 152 hours per four (4) week cycle, according to a roster. Employees may work up to 50 hours in any week, and up to 10 hours on any day, at ordinary rates, providing that total hours worked will not exceed 152 hours in a four (4) week cycle.

Casual Employee

A casual employee means an employee, including a sessional employee engaged as a swimming instructor, fitness instructor or personal trainer, who is engaged in relieving work or work of a casual nature and who is engaged and paid by the hour, with a minimum payment of one (1) hour.

All other casual employees shall be paid a minimum of two hours on each occasion they are required to attend work.

4. SPECIFIC TERMS AND CONDITIONS

4.1 Public Holidays

Employees who work on a designated Public Holiday (see clause 11.13 of this Agreement) will be paid as follows:

- Full-time employees not required to work on a Public Holiday which is part of their rostered ordinary hours period will be paid for the day at ordinary rates.
- Part-time employees who are rostered to work on a Public Holiday shall be paid at the rate of double time and a half for the actual hours worked.
- Casual employees employed to work on a Public Holiday shall be paid at double time for the actual hours worked.

NOTE: Where a Public Holiday falls on a day outside an employee's rostered ordinary hours, the employee will not be paid for that Public Holiday. If a part-time employee does not actually work on a Public Holiday, the employee will not be paid for that Public Holiday.

4.2 Multi-Skilling

- 4.2.1 Employees shall perform all work, including reasonable overtime, and utilise such tools and equipment as are within the limits of their skills, competence, and training.
- 4.2.2 All employees may be required to fulfil any role at any facility, to achieve greater flexibility and ensure the ability to respond promptly, effectively and appropriately to clients and customers, and to minimise the need to employ casuals during peak work periods and demands.
- 4.2.3 Council will provide relevant training for employees, as appropriate, and employees may be required to undertake relevant skills training and development which may be provided both on and off the job, to facilitate flexible work arrangements and increase the employee's ability to undertake a variety of roles, provided that an employee who undertakes off the job training while rostered to work shall not suffer any loss of pay.
- 4.2.4 Where an employee is rostered in accordance with clause 4.3 (below) to perform a number of different roles during any roster period, the employee will be paid the actual rate applicable and appropriate to each role, tasks and duties, being undertaken from time to time.

4.3 Rosters

- 4.3.1 Work programs will be set by a roster, developed in consultation with the employee(s), to meet the operational requirements of the Mitchell Leisure Centres, and will set out starting and finishing times and work locations/facilities, if appropriate. Leave requests shall be made in advance and shall be taken, as far as practicable, during less productive periods of the work cycle to suit operational requirements.
- 4.3.2 By agreement ordinary hours may be worked in a split shift in two (2) work periods on any day, providing there is a minimum break of one (1) hour between work periods.
- 4.3.3 This will enable the most flexible, competitive, and cost-effective arrangement to meet service demands and contract requirements.
- 4.3.4 Rosters will cover at a minimum of one (1) week, depending on the requirements of the Unit.
- 4.3.5 Rosters will provide:
- a break of at least 10 hours between the completion of one work shift on one day and the commencement of work on the next day. Where requested by the employee, and agreed to by management, a break of at least 8 hours between the completion of one work shift on one day and the commencement of work on the next day may be agreed to in order to accommodate backfills to roster; and
 - wherever possible, a minimum break of one (1) clear calendar day between the completion of a roster period and the commencement of the next roster period.
- 4.3.6 Rosters may be varied to meet the needs of the Mitchell Leisure Centres, subject to providing at least 24 hours' notice to the employee(s) involved unless other arrangements are made by agreement between Council and employee(s).

14.5 LOCAL LAWS – UNIT SPECIFIC AGREEMENT

The following arrangements apply to Local Laws Officers at Mitchell Shire Council.

1. Availability Allowance

Local Laws Officers who are required to be available for, and undertake, after hours work, in accordance with a roster, and will be paid the Availability Allowance in accordance with clause 7.8 of this Agreement for each seven (7) consecutive day period of rostered duty, or a daily pro rata rate, as appropriate (subject to below).

An employee (other than a full-time employee) receiving the Availability Allowance for a seven (7) consecutive day period will be paid a minimum of one (1) hour per day, Monday to Friday, taking into consideration the requirement to pick up and return the Council work vehicle during normal working hours.

Where a full-time Officer is required to be continuously available, and receiving the Availability Allowance for less than seven (7) consecutive days, the Officer will be paid:

- the Allowance pro rata as follows:
 - Monday to Friday – 1/7th of the weekly Allowance
 - Saturday, Sunday, or a Public Holiday – 2/7^{ths} of the weekly Allowance,

providing that the total payment shall not exceed the weekly [seven (7) day] Allowance; and

- an additional payment, as follows:
 - one (1) hour's pay per day Monday to Friday
 - two (2) hours' pay per day on a Saturday, Sunday, or a Public Holiday,

for any day on which they receive the Allowance, paid at the appropriate penalty rate.

For the purposes of this clause:

Available means that the employee will not go where they cannot be contacted and able to take up duty within fifteen (15) minutes.

Where an employee fails to comply with the provisions of this clause, the Availability Allowance will not be payable.

Call outs

A full-time Officer in receipt of the Availability Allowance, who is called out to work will be paid a minimum of one (1) hour at the appropriate penalty rate in accordance with clause 7.8. Time reasonably spent in getting to and from work will count as time worked.

A Local Laws After Hours Officer (other than a full-time employee) in receipt of the Availability Allowance, who is called out to work will be paid a minimum of one (1) hour at the agreed penalty rate of time and three quarters (175%) during the regular span of hours for Local Laws After Hours Officers being from 5pm to 8am Monday to Friday. Time reasonably spent in getting to and from work will count as time worked.

2. Work arrangements

The Local Laws staff in the positions listed below may work a 9-day fortnight arrangement, based on a roster. This means that the employees will work 8.5 hours per day over nine (9) days, with a 30-minute unpaid lunch break.

They will have one Rostered Day Off (RDO) per fortnight and be paid half an hour at time and half (t ½) per fortnight.

RDOs will be set in the employees' rosters and cannot be changed without approval from the Manager. Further, two (2) or more staff cannot take the same RDO in a fortnight, without approval from the Manager.

This clause applies to the following positions:

- Local Laws Officers (Rangers)
- Asset Protection Officer
- Parking Officer
- Other positions, by agreement between the parties.

Other Local Laws staff may work a 19-day four-week period.

If the Emergency Management Officer (EMO) works a 19 day four week arrangement, the EMO may be required to 'bank' some or all of their ADOs in the period November to March each year (i.e. banking up to five ADOs) to be taken at an agreed time, providing further that, in the case of pressing need, the EMO may take an ADO in this fire season, subject to the approval of the Manager.

3. Social media monitoring

Employees who are required and rostered to monitor social media out of hours, will be paid an Annualised Salary, in accordance with clause 12.12, which will incorporate three (3) hours overtime per week, at time and a half, for 18 weeks a year.

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| APPENDIX |
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APPENDIX 1 RATES OF PAY AND SALARY INCREASES**1.1 OUTDOOR FULL TIME + INDUSTRY – EBA 9 - 1 July 2024 - \$ Increase – 3.5%**

| Band | Level | Fortnightly | Hourly | Annual |
|------|-------|-------------|---------|--------------|
| 1 | A | \$2,513.92 | \$33.08 | \$65,361.84 |
| 1 | B | \$2,536.09 | \$33.37 | \$65,938.40 |
| 1 | C | \$2,558.03 | \$33.66 | \$66,508.76 |
| 1 | D | \$2,579.97 | \$33.95 | \$67,079.12 |
| 2 | A | \$2,611.68 | \$34.36 | \$67,903.66 |
| 2 | B | \$2,638.62 | \$34.72 | \$68,604.22 |
| 2 | C | \$2,667.95 | \$35.10 | \$69,366.77 |
| 3 | A | \$2,694.90 | \$35.46 | \$70,067.32 |
| 3 | B | \$2,743.78 | \$36.10 | \$71,338.23 |
| 3 | C | \$2,792.66 | \$36.75 | \$72,609.14 |
| 3 | D | \$2,827.76 | \$37.21 | \$73,521.72 |
| 4 | A | \$2,846.71 | \$37.46 | \$74,014.59 |
| 4 | B | \$2,886.68 | \$37.98 | \$75,053.64 |
| 4 | C | \$2,935.04 | \$38.62 | \$76,310.91 |
| 4 | D | \$2,972.84 | \$39.12 | \$77,293.73 |
| 5 | A | \$3,036.33 | \$39.95 | \$78,944.69 |
| 5 | B | \$3,148.93 | \$41.43 | \$81,872.27 |
| 5 | C | \$3,289.32 | \$43.28 | \$85,522.29 |
| 5 | D | \$3,437.54 | \$45.23 | \$89,376.13 |
| 6 | A | \$3,602.26 | \$47.40 | \$93,658.77 |
| 6 | B | \$3,752.19 | \$49.37 | \$97,556.90 |
| 6 | C | \$3,902.65 | \$51.35 | \$101,468.82 |

1.2 OUTDOOR FULL TIME + INDUSTRY – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

1.3 OUTDOOR FULL TIME + INDUSTRY – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

1.4 OUTDOOR FULL TIME + INDUSTRY – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

2.1 INDOOR FULL TIME – EBA 9 – 1 July 2024 - \$ Increase 3.5%

| Band | Level | Fortnightly | Hourly | Annual |
|-------------|--------------|--------------------|---------------|---------------|
| 3 | A | \$2,513.36 | \$33.07 | \$65,347.45 |
| 3 | B | \$2,562.24 | \$33.71 | \$66,618.37 |
| 3 | C | \$2,611.13 | \$34.36 | \$67,889.28 |
| 3 | D | \$2,646.23 | \$34.82 | \$68,801.86 |
| 4 | A | \$2,665.18 | \$35.07 | \$69,294.72 |
| 4 | B | \$2,705.15 | \$35.59 | \$70,333.77 |
| 4 | C | \$2,753.50 | \$36.23 | \$71,591.05 |
| 4 | D | \$2,791.30 | \$36.73 | \$72,573.86 |
| 5 | A | \$2,854.80 | \$37.56 | \$74,224.83 |
| 5 | B | \$2,967.40 | \$39.04 | \$77,152.40 |
| 5 | C | \$3,107.79 | \$40.89 | \$80,802.43 |
| 5 | D | \$3,256.01 | \$42.84 | \$84,656.27 |
| 6 | A | \$3,420.73 | \$45.01 | \$88,938.91 |
| 6 | B | \$3,570.66 | \$46.98 | \$92,837.04 |
| 6 | C | \$3,721.11 | \$48.96 | \$96,748.96 |
| 7 | A | \$3,835.67 | \$50.47 | \$99,727.31 |
| 7 | B | \$3,981.16 | \$52.38 | \$103,510.18 |
| 7 | C | \$4,131.20 | \$54.36 | \$107,411.27 |
| 7 | D | \$4,286.59 | \$56.40 | \$111,451.25 |
| 8 | A | \$4,453.62 | \$58.60 | \$115,794.14 |
| 8 | B | \$4,618.97 | \$60.78 | \$120,093.23 |
| 8 | C | \$4,794.28 | \$63.08 | \$124,651.39 |
| 8 | D | \$4,979.56 | \$65.52 | \$129,468.63 |

2.2 INDOOR FULL TIME – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

2.3 INDOOR FULL TIME – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

2.4 INDOOR FULL TIME – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

3.1 LIBRARY FULL TIME – EBA – 1 July 2024 - \$ Increase – 3.5% (35 HOUR WEEK)

| Band | Level | Fortnightly | Hourly | Annual |
|-------------|--------------|--------------------|---------------|---------------|
| 3 | A | \$2,513.36 | \$35.91 | \$65,347.45 |
| 3 | B | \$2,562.24 | \$36.60 | \$66,618.37 |
| 3 | C | \$2,611.13 | \$37.30 | \$67,889.28 |
| 3 | D | \$2,646.23 | \$37.80 | \$68,801.86 |
| 4 | A | \$2,665.18 | \$38.07 | \$69,294.72 |
| 4 | B | \$2,705.15 | \$38.64 | \$70,333.77 |
| 4 | C | \$2,753.50 | \$39.34 | \$71,591.05 |
| 4 | D | \$2,791.30 | \$39.88 | \$72,573.86 |
| 5 | A | \$2,854.80 | \$40.78 | \$74,224.83 |
| 5 | B | \$2,967.40 | \$42.39 | \$77,152.40 |
| 5 | C | \$3,107.79 | \$44.40 | \$80,802.43 |
| 5 | D | \$3,256.01 | \$46.51 | \$84,656.27 |
| 6 | A | \$3,420.73 | \$48.87 | \$88,938.91 |
| 6 | B | \$3,570.66 | \$51.01 | \$92,837.04 |
| 6 | C | \$3,721.11 | \$53.16 | \$96,748.96 |
| 7 | A | \$3,835.67 | \$54.80 | \$99,727.31 |
| 7 | B | \$3,981.16 | \$56.87 | \$103,510.18 |
| 7 | C | \$4,131.20 | \$59.02 | \$107,411.27 |
| 7 | D | \$4,286.59 | \$61.24 | \$111,451.25 |
| 8 | A | \$4,453.62 | \$63.62 | \$115,794.14 |
| 8 | B | \$4,618.97 | \$65.99 | \$120,093.23 |
| 8 | C | \$4,794.28 | \$68.49 | \$124,651.39 |
| 8 | D | \$4,979.56 | \$71.14 | \$129,468.63 |

3.2 LIBRARY FULL TIME – EBA 9 – 1 July 2025 (35 HOUR WEEK)

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

3.3 LIBRARY FULL TIME – EBA 9 – 1 July 2026 (35 HOUR WEEK)

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

3.4 LIBRARY FULL TIME – EBA 9 – 1 July 2027 (35 HOUR WEEK)

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

4.1 LEISURE – EBA 9 – 1 July 2024 - \$ Increase – 3.5%

| Band | Level | Fortnightly | Hourly | Annual |
|------|-------|-------------|---------|--------------|
| LSO | 3 | \$2,513.36 | \$33.07 | \$65,347.45 |
| LSO | 3B | \$2,562.24 | \$33.71 | \$66,618.37 |
| LSO | 3C | \$2,611.13 | \$34.36 | \$67,889.28 |
| LSO | 3D | \$2,646.23 | \$34.82 | \$68,801.86 |
| LSO | 4 | \$2,665.18 | \$35.07 | \$69,294.72 |
| LSO | 4B | \$2,705.15 | \$35.59 | \$70,333.77 |
| LSO | 4C | \$2,753.50 | \$36.23 | \$71,591.05 |
| LSO | 4D | \$2,791.30 | \$36.73 | \$72,573.86 |
| LSO | 5 | \$2,854.80 | \$37.56 | \$74,224.83 |
| LSO | 5B | \$2,967.40 | \$39.04 | \$77,152.40 |
| LSO | 5C | \$3,107.79 | \$40.89 | \$80,802.43 |
| LSO | 5D | \$3,256.01 | \$42.84 | \$84,656.27 |
| LSO | 6A | \$3,420.73 | \$45.01 | \$88,938.91 |
| LSO | 6B | \$3,570.66 | \$46.98 | \$92,837.04 |
| LSO | 6C | \$3,721.11 | \$48.96 | \$96,748.96 |
| | | | | |
| LSO | 4PT30 | \$2,388.90 | \$31.43 | \$62,111.27 |
| LSO | 4PT60 | \$3,429.91 | \$45.13 | \$89,177.54 |
| | | | | |
| LSO | 4A | \$3,632.55 | \$47.80 | \$94,446.29 |
| LSO | 4Q | \$3,776.48 | \$49.69 | \$98,188.38 |
| LSO | 4Q1 | \$3,776.48 | \$49.69 | \$98,188.38 |
| LSO | 4Q2 | \$3,833.65 | \$50.44 | \$99,674.96 |
| LSO | 4Q3 | \$3,949.27 | \$51.96 | \$102,681.05 |
| | | | | |
| LSO | 4A30 | \$1,816.27 | \$23.90 | \$47,223.14 |
| LSO | 4Q30 | \$1,888.24 | \$24.85 | \$49,094.19 |
| LSO | 4Q130 | \$1,888.24 | \$24.85 | \$49,094.19 |
| LSO | 4Q230 | \$1,916.83 | \$25.22 | \$49,837.48 |
| LSO | 4Q330 | \$1,974.64 | \$25.98 | \$51,340.52 |

4.2 LEISURE – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

4.3 LEISURE – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

3.4 LEISURE – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

5.1 SCHOOL CROSSING (ANNUALISED RATE) – EBA 9 – 1 July 2024 – 3.5%

| Band | Level | Fortnightly | Hourly | Annual |
|------|-------|-------------|---------|-------------|
| 1 | A | \$2,223.85 | \$29.26 | \$57,820.09 |
| 1 | B | \$2,243.47 | \$29.52 | \$58,330.12 |
| 1 | C | \$2,262.87 | \$29.77 | \$58,834.67 |
| 1 | D | \$2,282.28 | \$30.03 | \$59,339.22 |

5.2 SCHOOL CROSSING (ANNUALISED RATE) – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

5.3 SCHOOL CROSSING (ANNUALISED RATE) – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

5.4 SCHOOL CROSSING (ANNUALISED RATE) – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

6.1 MCH NURSES – EBA 9 – 1 July 2024 - \$ Increase – 3.5%

| Grade | Level | Fortnightly | Hourly | Annual |
|-------|-------------|-------------|---------|--------------|
| YR | 1 YEAR | \$4,314.45 | \$56.77 | \$112,175.81 |
| YR | 2 YEAR | \$4,447.77 | \$58.52 | \$115,641.98 |
| YR | 3 YEAR | \$4,556.21 | \$59.95 | \$118,461.41 |
| YR | 4 YEAR | \$4,667.36 | \$61.41 | \$121,351.33 |
| TL | TEAM LEADER | \$4,900.73 | \$64.48 | \$127,418.89 |

6.2 MCH NURSES – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

6.3 MCH NURSES – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

6.4 MCH NURSES – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

7.1 IMMUNISATION NURSES – EBA 9 – 1 July 2024 - \$ Increase – 3.5%

| Grade | Level | Fortnightly | Hourly | Annual |
|-------|--------|-------------|-------------|-------------|
| | | | | |
| YR | 1 YEAR | 4257.157828 | 56.01523458 | 110686.1035 |
| YR | 2 YEAR | 4390.472098 | 57.76936971 | 114152.2745 |

7.2 IMMUNISATION NURSES – EBA 9 – 1 July 2025

A salary increase of 3% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2025.

7.3 IMMUNISATION NURSES – EBA 9 – 1 July 2026

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2026.

7.4 IMMUNISATION NURSES – EBA 9 – 1 July 2027

A salary increase of 2.75% or rate cap, whichever is higher, shall be applied from the first full pay period after 1 July 2027.

APPENDIX 2 CLASSIFICATION DESCRIPTORS – BANDS 1 - 8

DEFINITIONS 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) Operations and Outdoor employees are defined by Bands 1 to 6.
- (c) Professional, Services and Support employees are defined by Bands 3 to 8.

EMPLOYEES - BANDS 1 TO 8

1. EMPLOYEE BAND 1 - Operations and Outdoor employees only

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 - Operations and Outdoor employees only

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/Wastewater Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including interpersonal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).
- Implement an early childhood program under direct supervision.

2.4 Inter-personal skills

Positions in this Band require oral communication skills and where appropriate written skills, with 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 Operations and Outdoor 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 Professional, Services and Support 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 Operations and Outdoor 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 Professional, Services and Support 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 Operations and Outdoor employees

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

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

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programs 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 Professional, Services and Support 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 Operations and Outdoor 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 Professional, Services and Support 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

Operations and Outdoor 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.

Professional, Services and Support 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

Operations and Outdoor 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.

Professional, Services and Support 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 Operations and Outdoor 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 Professional, Services and Support Employees and Child Care Workers

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 Operations and Outdoor 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 Professional, Services and Support Employees and Child Care Workers

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 Operations and Outdoor 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 programs 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 Professional, Services and Support Employees and Child Care Workers

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 Operations and Outdoor 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 Professional, Services and Support Employees and Child Care Workers

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 Operations and Outdoor employees

- 4.5.1(a)** Positions in this Band require the ability to gain cooperation 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 Professional, Services and Support Employees and Child Care Workers

- 4.5.2(a)** Positions in this Band require the ability to gain cooperation 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 Operations and Outdoor employees

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

4.6.2 Professional, Services and Support Employees and Child Care Workers

- 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 Operations and Outdoor 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 Professional, Services and Support Employees and Child Care Workers

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 Operations and Outdoor 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 Professional, Services and Support Employees and Child Care Workers

- 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.

5.2.3 Specialist knowledge and skills

Operations and Outdoor employees

- 5.2.3(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.2.3(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.
- 5.2.3(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.

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

5.2.4 Professional, Services and Support Employees and Child Care Workers

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

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

5.2.4(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.

5.2.4(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.

5.3 Management skills

5.3.1 Operations and Outdoor Employees

5.3.1(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.

5.3.1(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.

5.3.2 Professional, Services and Support Employees and Child Care Workers

5.3.2(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.

5.3.2(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.

5.4 Interpersonal skills

5.4.1 Operations and Outdoor Employees

5.4.1(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.

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

5.4.2 Professional, Services and Support Employees and Child Care Workers

5.4.2(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.

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

5.5 Qualifications and experience

5.5.1 Operations and Outdoor Employees

5.5.1(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.

5.5.1(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.

5.5.2 Professional, Services and Support Employees and Child Care Workers

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

5.5.2(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 - Professional, Services and Support and Operations and Outdoor employees

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 childcare 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 employee's 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 - Professional, Services and Support Employees only

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. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- 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 childcare centre or a Director of a childcare 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 employee's 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 - Professional, Services and Support Employees only

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 problems 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.

APPENDIX 3 APPRENTICES (OPERATIONS AND OUTDOOR EMPLOYEES ONLY)

- (a) See clause 12.8.
- (b) 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.

- (c) 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.

- (d) Four-year apprenticeships

| | |
|----------|----------------|
| 1st year | 45% of Band 3A |
| 2nd Year | 60% of Band 3A |
| 3rd year | 75% of Band 3A |
| 4th year | 90% of Band 3A |

- (e) Three-year apprenticeships

| | |
|----------|----------------|
| 1st year | 45% of Band 3A |
| 2nd year | 70% of Band 3A |
| 3rd year | 90% of Band 3A |

- (f) While the parties recognise that an 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.

- (g) Adult apprentices

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

For the purposes of this Appendix, an **adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

APPENDIX 4 SPECIAL ENGAGEMENT (OPERATIONS AND OUTDOOR EMPLOYEES ONLY)

See clause 6.5.

Where Council and the relevant Union agree, the terms of employment of employees in an agreed category of employment may be in accordance with this clause (Special Engagement) which will apply to the extent of any inconsistency with clauses in the Agreement which would otherwise apply to the employee.

If an employee is employed under the Special Engagement provisions, the employee will be provided with the following information, in writing:

- (i) the form of employment to which the employee will convert i.e. full-time or part-time employment; and
- (ii) the Position Description; and
- (iii) the classification and status of the position; and
- (iv) the hourly and/or weekly rate of pay (including the Special Engagement loading); and
- (v) the details of leave accruals and other conditions of employment.

The hours of work for employees engaged under Special Engagement conditions shall be in accordance with a roster established in accordance with clause 2 (a) below.

1. 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 clause will mean those employees who are specifically employed under these provisions and not under the Standard Engagement provisions of this Agreement (see clause 6.2).
- (c) **Part-time employee** in 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 clause means an employee specifically engaged as such and who in addition to the ordinary rate prescribed by (a) of this subclause receives a 25% loading for casual employment (which is in lieu of paid Annual Leave and Leave Loading, Personal/Carer's Leave and Public Holidays) for time worked during ordinary hours.

2. Ordinary hours of duty (Special Engagement)

- (a) 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 Council; 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 Council or by agreement between the manager and employee.

- (i) Where rosters are based in accordance with the above provision the individual needs of Council will be taken into account so that Council services 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 manager.
 - (ii) If agreement on a roster cannot be reached between the employee or employees directly concerned and the manager, the matter may be dealt with under the dispute resolution procedure.
- (b) 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 Council, provided that the employee's ordinary hours will not exceed eight (8) on any day.
 - (c) In the case of casual employees, will not exceed 38 per week, provided that the employee's ordinary hours will not exceed eight (8) on any day.

3. Overtime (Special Engagement)

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

4. Public Holidays (Special Engagement only)

- (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) 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.
- (c) Provided 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 paid Annual Leave and Leave Loading, Personal/Carer's Leave and Public Holidays, all duty performed on such Public Holidays will be paid at ordinary rates.

5. Standby duty (Operations and Outdoor employees only)

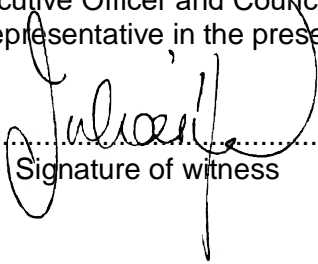
A designated employee required to be on standby for seven (7) consecutive days will be paid an allowance equivalent to sixteen (16) hours of ordinary pay for period.

Where an employee, by agreement with Council, deputises for an employee on Special Engagement provisions, on standby or is required to standby for a period less than seven (7) days then that employee will be paid a daily allowance, up to a maximum of 16 hours, equivalent to:

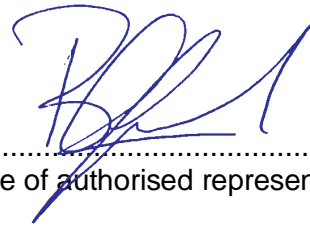
| | |
|-----------------------------|-------------------|
| The 5 rostered working days | 2 hours per day |
| The first rest day | 4.5 hours per day |
| The second rest day | 6 hours per day |

SIGNATURES OF THE PARTIES TO THE AGREEMENT

Signed for and on behalf of **MITCHELL SHIRE COUNCIL** by **Brett LUXFORD**, in his capacity as Chief executive Officer and Council's duly authorised representative in the presence of:



.....
Signature of witness



.....
Signature of authorised representative

By executing this Agreement, the representative states that he has received no notice that her authority to do so has been revoked.

.....
Juliana Hummerston
Name of witness
(please print)

.....
Brett Luxford
Name of authorised representative
(please print)

.....
05/07/24
Date

.....
Chief Executive Officer
Title of authorised representative
(Authority to sign)

.....
113 High Street, Broadford, Vic 3658

.....
Address authorised representative
(please print)

.....
05/07/24
Date

Signed for and on behalf of **AUSTRALIAN SERVICES UNION** by its duly authorised representative in the presence of:)
)
)
)

.....
Signature of witness

.....
Signature of authorised representative

By executing this Agreement, the representative states that he/she has received no notice that the authority to do so has been revoked.

Jasmine De Palma
.....
Name of witness
(please print)

Zoe Edwards
.....
Name of authorised representative
(please print)

12/07/2024
.....
Date

Deputy Branch Secretary
.....
Title of authorised representative
(Authority to sign)

116 Queensberry Street,
.....

Carlton South, VIC 3053
.....

.....
Address authorised representative
(please print)

12/07/2024
.....
Date

Signed for and on behalf of **AUSTRALIAN NURSING AND MIDWIFERY FEDERATION** by its duly authorised representative in the presence of:

Kellie Whitefield

Signature of witness

Kellie Whitefield

Name of witness (please print)

9 July 2024

Date

Lisa Fitzpatrick
Signature of authorised representative

By executing this Agreement, the representative states that he/she has received no notice that the authority to do so has been revoked.

Lisa Fitzpatrick

Name of authorised representative (please print)

Secretary

Title of authorised representative (Authority to sign)

535 Elizabeth Street

Melbourne Vic 3000

Address authorised representative (please print)

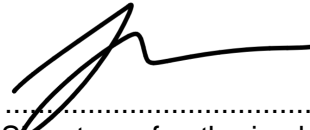
9 July 2024

Date

Signed as a nominated employee representative)
on behalf of the Staff Negotiation Team (SNT) in)
the presence of:)
)



.....
Signature of witness



.....
Signature of authorised representative

By executing this Agreement, the representative states that they have received no notice that their authority to do so has been revoked.

Nathan Halls
.....
Name of witness
(please print)

Holly Dee
.....
Name of authorised representative
(please print)

5/07/2024
.....
Date

Staff Negotiation Team (SNT) Representative
.....
Title of authorised representative
(Authority to sign)

42 Stennings Lane, Darraweit Guim 3756
.....

.....
Address authorised representative
(please print)

5/07/2024
.....
Date

