

Cardinia Shire Council Enterprise Agreement 2024

July 2024

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Part 1—Application and Operation

1. Title

This Agreement is the Cardinia Shire Council Enterprise Agreement 2024.

2. Date and period of operation

This 3 year agreement will operate seven (7) days after approval by the Fair Work Commission with a nominal expiry date of 30 June 2027.

3. Better off overall

No employee will be disadvantaged as a result of the approval of this Agreement. It is the intention of the parties that every employee will be better off overall in regard to their previous conditions of employment, as a whole, unless otherwise agreed between the parties in regard to specific conditions.

4. Definitions and interpretation

(a) In this Agreement, unless the contrary intention appears:

Term	Definition
Agreement	Cardinia Shire Council Enterprise Agreement 2024
Act	Fair Work Act 2009 (Cth)
Adult Apprentice	An apprentice who is twenty one (21) years of age or over at the commencement of their apprenticeship.
Annualised Salary	The total payable to an employee as an annualised rate inclusive of the base rate, overtime, allowances and annual leave loading.
Chief Executive Officer	The person appointed by the Council to be its Chief Executive Officer or any person acting in that position.
Consumer Price Index (CPI)	Total of the previous four (4) quarters index – All Groups Melbourne
Community Services	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.
Commission	Fair Work Commission
Council/Employer	Cardinia Shire Council. Council is the Employer for the purpose of this Agreement.
Default Fund Employee	An employee who has no chosen fund within the meaning of the Superannuation Guarantee (Administration) Act 1992 (Cth).
Defined Benefit Member	The meaning given by the Superannuation Guarantee (Administration) Act 1992 (Cth).
Employee	All employees excluding the Chief Executive Officer.

Indoor employee	An employee that was formerly defined in the Victorian Local Authorities Award 2001 as an “Employee other than Physical/Community Services”.
MySuper product	The meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth).
NES	The National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
Outdoor employee	An employee that was formerly defined in the Victorian Local Authorities Award 2001 as a “Physical/Community Services Employee”.
Primary Carer	The person who is predominantly meeting the child's physical needs and who is required to provide care to the child on a continuous basis.
Recreation and Cultural Facilities	A recreation centre, leisure centre, swimming pool, aquatic centre or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.
Redundancy	A situation where a position within the organisation is abolished.
Remuneration Structure	The wage rates for Officers and Maternal and Child Health Nurses with the exception of Senior Executive Officers and Senior Officers of the employer. The remuneration structure is outlined in Appendix 1 of this Agreement.
Relocation	The direction of an employee to a different place of work on a long-term basis.
Senior Executive Officer	An employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 - 8 in schedule A .
Senior Officer	Senior Officer’ means: a) the Chief Executive Officer; or b) General Manager who reports directly to the CEO, or c) Manager who reports directly to the CEO or General Manager, or d) any other member of Council staff whose total remuneration exceeds the high income threshold contained in Section 333 of the Fair Work Act 2009.
Service for the provision of redundancy	A continuous service by an employee with a Victorian municipality, but where there has been an interruption of more than six (6) months between such periods of employment, or where any retrenchment payments have been made in respect of that previous service, any period prior to that interruption or payment shall be disregarded.
Supervisor	The person to whom the employee reports to.
Total annual remuneration	(In relation to a Senior Officer) means the total remuneration package to which the employee is entitled for a financial year, including: a) the gross annual salary; and b) the annual cost in dollars to the employer of any other allowance, benefit or remuneration that the employee receives from the employer or that is paid or given by the employer to another person for the ultimate benefit of the employee (other than any allowances in relation to expenses incurred in the course of employment) including: i) any contribution made by the employer to a superannuation fund on behalf of the employee; and ii) the annual value of any motor vehicle provided by the employer to the employee.

(b) Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. Parties bound

(a) Cardinia Shire Council

All employees of Cardinia Shire Council, with the exception of the CEO; 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); and
- Association of Professional Engineers, Scientists & Managers, Australia (Professionals Australia)
- Any other Union that is determined by the Fair Work Commission or Courts to have coverage in the industry of Local Government

(b) Provided that each union separately gives written notice in accordance with section 183(1) of the Fair Work Act and the Fair Work Commission indicates in the document approving the Agreement, that the Agreement covers the nominated union.

6. Aim of Agreement

The employer is committed to working with its employees and workplace representatives on developing an agreement that clearly defines the terms and conditions of employment for employees.

7. Relationship with other Awards and Agreements, the NES and Appendices of this Agreement

(a) In relation to employees whose employment is covered by an Appendix or Schedule of this Agreement, where that Appendix or Schedule sets out specific conditions of employment, the Appendix or Schedule shall prevail to the extent of any inconsistency.

(b) This Agreement replaces the Cardinia Shire Council Enterprise Agreement 2021.

- i. The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. The Agreement will prevail, however, should a provision contained in this Agreement be less beneficial when compared to the NES, the NES will prevail.
- ii. Subject to the provisions of the Fair Work Act 2009 and the provisions of this Agreement, this Agreement will operate to the exclusion of all other Enterprise agreements and awards that might otherwise apply or have applied in the past to employees of the employer.
- iii. In relation to employees whose employment is covered by a Schedule of this Agreement, where that Schedule deals with an entitlement, condition of employment or any other matter, or incidental to these matters that is also dealt within the body of the Agreement, the Schedule shall prevail.
- iv. In relation to employees who are designated Senior Executive Officers or Senior Officers (with the exception of the Chief Executive Officer) and whose employment is covered by an employment contract, this Agreement shall apply only to the extent that an Enterprise Agreement provision is not superseded by a term included or implied in the employment contract.

8. Workplace Flexibility

- (a) The employer and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the arrangement deals with one (1) or more of the following matters:
- i. arrangements about when work is going to be performed;
 - ii. over time rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and;
 - vi. the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - vii. the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and employee or if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
 - the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effects of the terms; and
 - 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.
 - iv. The employer must give a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (d) The employer or employee may terminate the individual flexibility arrangement:
- i. by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or
 - ii. if the employer and employee agree in writing at any time;
 - iii. For the avoidance of doubt, this clause does not override clauses 25 (c) or 25 (j) of this Agreement, or employees who are defined as Senior Officers of Council.

9. Other Flexibility Arrangements

- (a) Subject to the nature of the work being performed, operational needs and impact on operational effectiveness and efficiency, an employee may request other flexibility arrangements to support their work life balance or personal circumstances.

Arrangements include:

- i. alternative work arrangements in place of their current hours of work / contracted hours of employment;
 - ii. changes to start or finishing times;
 - iii. Application of purchased accrued leave entitlements (annual leave, time in lieu, additional day off) or leave without pay;
 - iv. Mutually agreed short term absence (less than one (1) day), on the basis of an agreed make-up arrangement for time taken with required evidence where available.
- (b) The request for other flexibility arrangements must be made in writing and provide as much information as possible to assist the employer to consider the request (for example, the reason for the request, preferred days and hours to work, time frame that the arrangement is likely to be required).
- (c) Any other flexibility arrangement agreed between the employer and employee is a stand-alone agreement and shall not be considered as precedent or as an acceptable business case for any other flexibility arrangement that another employee requests.
- (d) Other flexibility arrangement requests will be genuinely considered and subject to approval by the employer.
- (e) The employer must respond in writing within twenty one (21) days and if the request is refused, must provide reasons for the refusal. Requests may only be refused on reasonable grounds related to the effect on the workplace. Such grounds might include cost, lack of adequate staff coverage, loss of efficiency, health and safety issues and the impact on customer service.
- (f) A trial period of six (6) months to determine suitability of the arrangement may apply.
- (g) All new arrangements and agreements will be documented in writing.

10. Home Based Work Arrangements

The parties agree that where appropriate and agreed by the relevant supervisor, an employee may work from home, subject to the relevant policies, procedures and operational requirements of the organisation.

11. Job Share

- (a) Job sharing refers to the situation where two (2) employees share the responsibility of a full time position.
- (b) Where an employee wishes to enter a job share arrangement, sufficient notice must be given to the employer and the remaining portion of the position must be able to be filled via the usual recruitment process.

- (c) The employer will genuinely consider the employee's request, taking into account operational requirements of the organisation as well as the personal needs of the employee(s). The arrangement will be reviewed on annual basis to ensure that it continues to meet the employer and employee(s) needs.
- (d) All terms and conditions of employment shall be paid in accordance with the hours worked.

12. Additional Day Off (ADO) /Rostered Day Off (RDO) Arrangements

(a) Indoor Employees

- i. Fulltime employees may elect to work a nineteen (19) day month work arrangement, with an accrued day off (ADO).
- ii. Eligible employees electing to work this arrangement will be required to work eight (8) hours for nineteen (19) days with 0.4 of an hour banked for each day of work accruing towards a paid day off on the twentieth day. Employees will be paid for thirty eight (38) working hours per week.
- iii. An employee with more than five (5) days ADO accrued may be directed to take leave.
- iv. Any hours accrued towards an additional day off that have not been used upon termination of employment for any reason, will be paid out at the employee's base rate of pay.
- v. Where a need arises due to operational requirements to change the arrangement, the employer will endeavour to do so through the consultation process as prescribed in clause 15.

(b) Outdoor Employees

- i. Fulltime employees may elect to work a nine (9) day fortnight work arrangement, with a rostered day off (RDO).
- ii. Eligible employees electing to work this arrangement will work a nine (9) day fortnight 7.15 am to 4.15 pm with a thirty (30) minute lunch break, the RDO to be taken at a rostered time each fortnight and the regular day before the RDO will be 7.15 am to 3.45 pm.
- iii. An employee with more than five (5) days RDO accrued may be directed to take the leave.
- iv. Any hours accrued towards a rostered day off that have not been used upon termination of employment for any reason, will be paid out at the employee's base rate of pay.
- v. Where a need arises due to operational requirements to change the arrangement, the employer will endeavour to do so through the consultation process as prescribed in clause 15.

13. Multi-Skilling

- (a) The employer may direct an employee to carry out such duties as are within the limits of the employee's skill. Provided that where an employee is directed to carry out any work

within their classification band or work of a lower band, such work will be performed without reduction in salary.

- (b) Provided further that where an employee is directed to carry out work of a higher band, the provisions of clause 27 of this Agreement, will apply.
- (c) Any direction issued under this clause will be consistent with the employer's obligation to provide a safe and healthy working environment.

14. Retirement and Transition

- (a) An employee may request to enter into a transition to retirement arrangement by discussing their intentions with their supervisor in conjunction with People & Culture.
- (b) The employer will genuinely consider the employee's request, taking into account operational requirements of the organisation as well as the personal needs of the employee. Where relevant, the arrangement will be reviewed on an annual basis to ensure it continues to meet the employer and employee needs. Where an application is refused, the reasons for the refusal shall be provided in writing to the employee.
- (c) Employees considering the option of entering into a transition to retirement arrangement are encouraged to seek independent financial advice.

Part 2—Consultation and Dispute Resolution

15. Consultation regarding Major Workplace Change

Introduction of Change

- (a) Where the employer is proposing to introduce a major change in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify employees and a representative, if nominated (that may be a union) who may be affected by the proposed changes.
- (b) For the purpose of this clause, a major change is likely to have a significant effect on employees if it results in:
 - i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain employees; or
 - vi. the need to relocate employees to another workplace; or the restructuring of jobs.
- (c) The employer shall invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and shall give prompt and genuine consideration to matters raised about the change by the affected employees.

- (d) The employer is not required to disclose confidential or commercially sensitive information to the affected employees.
- (e) An employee or group of employees that is affected by a change may appoint a representative (which may be a union) for the purposes of the procedures in this clause.
- (f) If an employee or group of employees that may be affected by a change appoints a representative for the purpose of consultation and the employer is notified of this representation; the employer must recognise the representative.
- (g) As soon as practicable after making its decision, the employer must:
 - i. Discuss with the employees affected (and their nominated representative, if any), the:
 - introduction of the changes; and
 - effects the changes are likely to have on employees; and
 - measures to avert or mitigate the adverse effects of such changes on employees.
 - ii. For the purpose of such discussion, the employer must provide in writing to the employees affected (and their nominated representatives, if any) all relevant information about the changes including:
 - the nature of the changes proposed;
 - the expected effects of the changes on employees; and
 - any other matters likely to affect employees.
 - iii. Give prompt consideration to matters raised by the employees and/or their representatives in relation to the change(s).
 - iv. Act in good faith in relation to the consultation process provided in this clause.

Change to Regular Roster or Ordinary Hours of Work

- (h) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

The employer must:

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

16. Staff Relations Consultative Committee

- (a) The Staff Relations Consultative Committee (SRCC) is an advisory committee comprising of management and employee representatives. The SRCC will consider and make recommendations on matters that impact employees including, but not limited to:
- i. monitoring the implementation and performance outcomes of the Enterprise Agreement;
 - ii. reviewing and providing input into policies, systems, processes and procedures impacting employees' terms and conditions of employment and the workplace.
 - iii. providing feedback on learning and development initiatives.
 - iv. health and safety committee issues, trends and initiatives
 - v. contributing ideas and supporting health and wellbeing initiatives.

17. Permanent Relocation

- (a) Where the employer requires an employee to permanently relocate to an alternative location of employment within the municipality, the employer will provide the employee with no less than three (3) months' notice in writing.
- (b) Where the employer requires an employee to permanently relocate to an alternative location of employment with less than three (3) months' notice, the employee shall be compensated for reasonable travel expenses in excess of what the employee would have incurred travelling to the original place of employment. Compensation will be provided up to the anniversary of the three (3) months' notice period the employer is required to provide. Travel in excess is defined as a distance of more than five (5) kilometres that will be measured from the employee's original location of employment to the new location of employment. Compensation will not be applicable where the employee has been provided with a council vehicle.
- (c) Throughout the three (3) month notice period the employee may request flexibility in working arrangements in order to accommodate the additional travel time as a result of the relocation.
- (d) Should an employee experience significant disadvantage or hardship due to relocation, the employer will commit to exploring other options such as:
- i. Training
 - ii. Relocation expenses
 - iii. Redundancy
 - iv. Compensation
- (e) Any claims of hardship or disadvantage should be made within three (3) months of the commencement of relocation.

18. Transfer of Business

- (a) Where a business or part of a business is transferred from the employer (Council) to another employer, (the new employer) any employee who at the time of such transfer was employed with the employer, becomes an employee of the new employer.
- (b) The employer will ensure that the terms and conditions of employment paid by new employer are in accordance with this Agreement.
- (c) In this subclause "business" includes trade, process, business, or occupation and includes part of any such business and "transfer" includes outsourcing, conveyance, assignment or succession whether by agreement or operation of law, and "transferred" has a corresponding meaning.
- (d) An employee who is not transferred, not redeployed, and where their position is made redundant, shall be paid all existing entitlements in accordance with the provisions of this Agreement.
- (e) An employee who is transferred may carry with them all existing long service leave entitlements. The continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer.
- (f) The period of employment, which the employee has served with the employer, will be deemed to be service of the employee with the new employer and as such any qualifying periods would be waived.

19. Employment Security

- (a) Retraining and redeployment will be the primary strategies used to address changes to work, service provision or programs. Counselling and advice will be available to enable employees to make choices regarding opportunities that may arise.
- (b) Where a loss of job occurs, natural attrition will be used where possible to manage the process. Any compulsory redundancies will only occur after other practical options (including retraining and redeployment) have been pursued.
- (c) Where redundancy is the only option, redundant employees will be entitled to redundancy payments in accordance with the redundancy provisions of this Agreement as prescribed in clause 23.
- (d) If any factors result in changes to services or staffing that may impact on job security, genuine and detailed consultation with employees and unions will take place in accordance with clause 15.

20. Dispute Resolution and Settlement

Effective and timely communication between the employer and its employees, is a critical factor in the prevention and settlement of disputes. Should an issue, grievance, or dispute arise between the employer and any employee, in relation to a matter arising under the Agreement or in relation to the National Employment Standards or in relation to systematic gender equality issue, the parties shall confer in good faith with a view to resolving the matter in the first instance at the workplace.

- (a) Representation

The employer and/or an employee who is party to the dispute may appoint a representative (which may be a union) for the purposes of the processes in this clause.

(b) Dispute Resolution Procedure

Principles of dispute resolution

- i. The parties to this Agreement are committed to good industrial relations practices and processes based on consultation and goodwill. The parties are also committed to resolving any dispute or grievance promptly and as close to the source as possible.
- ii. Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards must be dealt with in accordance with this clause.
- iii. A party to this Agreement, who is a party to a dispute, may appoint a work based colleague or union representative or delegate as a representative for the purposes of this clause. Where the appointed representative is also an employee of the employer, they will be allowed access to resources e.g. photocopier and telephone and the necessary time during work hours to undertake their representative role in the process.
- iv. While the parties are trying to resolve a dispute using the procedures in this clause:
 - An employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable occupational health and safety legislation will 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; and
 - The parties agree that on a 'without prejudice' basis there will be no change to existing work or management practices, so that the status quo is maintained whilst this procedure is being followed, unless the status quo is reasonably considered to pose a health and / or safety risk to any employee.

(c) Internal Dispute/Grievance Resolution Procedure

An employee, or employee representative may raise a complaint, grievance or dispute and have the matter dealt with in accordance with the employer's internal dispute/ grievance resolution procedure.

- i. Any grievance or dispute should be raised at the earliest opportunity and, in the first instance be discussed between the employee (and their representative, if requested) and the immediate supervisor.
- ii. If the matter cannot reasonably be raised with the immediate supervisor then another suitable employee may be approached to deal with the matter.
- iii. This person should be as close to the source of the grievance or dispute as possible and be sufficiently senior to take action and / or make recommendations, referrals or decisions to resolve the matter. Such a person may be the supervisor at the next level up, the Manager, the relevant General Manager, a HR Business Partner, the Manager People and Culture or another organisational representative such as an OHS Representative or a Contact Officer, depending on the nature of the complaint, grievance or dispute.

- iv. The nominated person will make a genuine attempt to address and resolve the grievance or dispute promptly. The nominated person may also seek to involve and/or consult with other relevant parties in order to resolve the matter.
- v. If the matter is not, or cannot be, satisfactorily resolved within a reasonable time, the parties may escalate it to the next level of management responsibility. This person must have the power to take action, make recommendations, referrals and/or decisions and overturn previous decisions to resolve the matter promptly.
- vi. If the matter is still not resolved, the matter will be immediately referred jointly, for discussion, to a Manager with industrial relations responsibility, a relevant General Manager or the CEO, as appropriate. The nominated person will seek to finally resolve the matter internally and may take action or make decisions to achieve settlement.
- vii. A grievance or dispute should be resolved as quickly as is reasonably possible and should keep each other aware of the timelines for resolving the matter.

(d) Formal Dispute Resolution Procedure

- i. If a dispute about a matter arising under this Agreement or the National Employee Standards (excluding systematic gender equality issues) cannot be resolved at the workplace, and all steps of the internal dispute/grievance resolution have been exhausted, a party to the dispute may refer the dispute to the Fair Work process Commission.
- ii. The Fair Work Commission may exercise any method of dispute resolution permitted by the Fair Work Act 2009 that it considers appropriate to ensure the settlement of the dispute. The Fair Work Commission's decision will be binding on the parties, subject to any appeal by either party in accordance with Sec 604 of the Fair Work Act.
- iii. If a dispute about a systematic gender equality issue cannot be resolved at the workplace, a party to the dispute may refer the matter to the Gender Equality Commissioner. The Gender Equality Commission may attempt to resolve the dispute any way they see fit under the powers set out in Section 40 of the Gender Equality Act 2020.
- iv. A dispute that is refer to the Gender Equality Commissioner may not subsequently be refer to the Fair Work Commission (and vice-versa).

Part 3—Types of Employment and Termination of Employment

21. Employment Categories

(a) Employees will be employed in one (1) of the following categories:

- i. Full time;
- ii. Part time;
- iii. Casual; or
- iv. Temporary.

At the time of engagement, the employer will inform each employee of the terms of their engagement, and in particular whether they are to be full time, part time, casual or temporary. Such decision will then be recorded in the employer's payroll records.

(b) Full time employees

A full time employee is an employee engaged to work an average of thirty eight (38) ordinary hours per week.

(c) Part time employees

- i. The employer may employ part time employees in any classification in this Agreement. A part time employee is an employee who:
 - works less than the full time hours of thirty eight (38) ordinary hours per week;
 - has reasonably predictable hours of work; and
 - receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.
- ii. At the time of engagement, the employer and the part time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day.
- iii. Any agreed variation to the hours of work will be recorded in writing.
- iv. The employer is required to roster a part time employee for a minimum of two (2) hours on any shift, with the exclusion of School Crossing Supervisors.
 - School Crossing Supervisors will be paid a minimum of one (1) hour per shift to compensate for the additional tasks they perform as part of their role such as collecting uniforms and the administration tasks associated with their role.
 - Timesheets for part time School Crossing Supervisor's will only be accepted when additional hours are performed such as training and briefings.
- v. A part time employee may agree to work up to an average of thirty eight (38) ordinary hours per week at the base rate of pay, provided the arrangement is mutually agreed, is in writing and stipulates that hours will be paid at the base rate of pay.
- vi. Where a part time employee is directed to work hours in excess of the hours agreed under clause 21 (c) ii, or as varied under clause 21 (c) iii, such hours will be overtime and paid for at the rates prescribed in clause 32 (b).
- vii. A part time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed in clause 25 for the work performed.

(d) Casual employees

- i. A casual employee is an employee who is engaged and paid as such but does not include a part time or full time employee.
- ii. Casual employees will be paid an additional loading of 25% of the base rate of pay, for the classification in which they are employed as compensation instead of annual leave, personal/carer's leave and public holidays.
- iii. Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the base rate of pay for the classification in which they are employed exclusive of the casual loading.
- iv. The employer is required to roster a casual employee for a minimum of two (2) hours on any shift, with the exclusion of School Crossing Supervisors who may be engaged for a one (1) hour shift.

(e) Right to request casual conversion

- i. An employee engaged by the employer as a regular casual employee may request that their employment be converted to full time or part time employment.
- ii. A regular casual employee is a casual employee who has in the preceding period of six (6) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full time employee or part time employee under the provisions of this Agreement.
- iii. A regular casual employee who has worked equivalent full time hours over the preceding period of six (6) months casual employment may request to have their employment converted to full time employment.
- iv. A regular casual employee who has worked less than equivalent full time hours over the preceding period of six (6) months casual employment may request to have their employment converted to part time employment consistent with the pattern of hours previously worked.
- v. Any request under this subclause must be in writing and provided to the employer.
- vi. Where a regular casual employee seeks to convert to full time or part time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- vii. Reasonable grounds for refusal include that:
 - it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full time or part time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in clause 21 (d);
 - it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next twelve (12) months;
 - 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 twelve (12) months; or
 - 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 twelve (12) months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- viii. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- ix. Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within twenty one (21) days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution process in clause 20. Under that process, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- x. Where it is agreed that a casual employee will have their employment converted to full time or part time employment as provided for in this clause, the employer and employee must discuss and record in writing:
 - the form of employment to which the employee will convert – that is, full time or part time employment; and

- if it is agreed that the employee will become a part time employee, the matters referred to in clause 21 (c).
- xi. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed. Any casual loading payable will cease at the time of appointment to full time or part time employment.
- xii. Once a casual employee has converted to full time or part time employment, the employee may only revert to casual employment with the written agreement of the employer.
- xiii. 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.
- xiv. Nothing in this clause obliges a regular casual employee to convert to full time or part time employment, nor permits the employer to require a regular casual employee to so convert.
- xv. Nothing in this clause requires the employer to increase the hours of a regular casual employee seeking conversion to full time or part time employment.
- xvi. The employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first six (6) months of the employee's first engagement to perform work.
- xvii. A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 21 (e) xvi.

(f) Temporary employees

- i. A temporary employee is an employee who is engaged on either a full time or part time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.
- ii. In addition to the above all temporary contracts will be compliant with Section 333E to 333L (inclusive) of the Fair Work Act 2009.

22. Termination of Employment

(a) Notice of termination of employment in accordance with the NES.

The NES provides for the minimum period of notice as follows:

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

Where the employer terminates the employee on the grounds of redundancy, the notice period increases by one (1) week if the employee is over forty five (45) years old and has completed at least two (2) years of continuous service with the employer at the end of the day the notice is given.

(b) Notice of termination by an employee

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

(c) Job search entitlement

Where the employer has given notice of termination through redundancy 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 the employer.

(d) Abandonment of employment

- i. An employee who has been absent for a period of ten (10) working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that they were absent for reasonable cause, the employee will be deemed to have abandoned their employment without notice. The employer will make a reasonable effort to contact the employee before their employment is terminated under this clause.
- ii. Termination in such circumstances will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.
- iii. Notwithstanding the above, an employee deemed to have abandoned their employment as described in subclause 22 (d) i will be provided notice of termination in accordance with clause 22 (a).

23. Redundancy and Redeployment

(a) The objectives of these provisions are to:

- i. Provide for a process of redeployment and retraining in the event that an employee's position is abolished.
- ii. Provide for redundancy payments for an employee whose employment is terminated as a result of a workplace or position being abolished.

(b) Employability and Continuation of Employment

- i. The parties are committed to, wherever possible, redeploying any employees whose position has been made redundant.
- ii. The emphasis is placed on redeployment to promote job security for existing employees acknowledging the skills and capabilities of the workforce.
- iii. All vacant positions will be identified by the employer. Redeployment will have precedence when filling a vacant position at the same or lower classification.
- iv. The employer will make available to an employee any relevant information pertaining to a vacant position that has been notified to the employees.

(c) Redeployment to the Same Level Position

- i. Where the employee will be offered redeployment to a vacant position at the same salary level:
 - The employee will have ten (10) days to consider the offer and during this time the employer will make available any relevant information pertaining to a vacant position that has been notified to the employee. The period of ten (10) days may be varied by mutual agreement.
- ii. Where two (2) or more employees apply for the same position, appointment will be determined in accordance with the key selection criteria of the position.
- iii. Upon acceptance of redeployment by the employee, the employer will confirm the new arrangement in writing.
- iv. Should the employee decline the offer of redeployment, the employer may convene a selection panel to review the employee's suitability for redeployment to the offered position.
- v. The offered position is to be evaluated on the following factors with a recommendation provided to the CEO by the panel as to suitability for redeployment:
 - Where the employee meets the selection criteria of the position;
 - Additional skills required can be reasonably attained through retraining;
 - The redeployed employee cannot demonstrate substantial difficulty in meeting the position's requirements; and
 - Will not impact adversely on the career path of the employee.
 - When the employee does not accept a suitable position as determined in accordance with the above criteria then:
 - An appeal panel will be formed by the parties (consisting of an agreed independent chairperson, one person nominated by the employee and one person nominated by the employer). This panel will take whatever reasonable actions are required to determine the suitability of the employee to the position in question.
 - If the position is determined as suitable, but not accepted by the employee, the termination benefits equivalent to resignation will apply.

(d) Redeployment to a Lower Level Position

- i. Redeployment to a lower level position will be voluntary.
- ii. Where the employee is offered redeployment to a vacant position at a lower classification/salary level, the employer will encourage acceptance of the offer by providing twelve (12) months' salary maintenance and providing additional training

- iii. The employee will not be paid less than the highest level of the band they are being redeployed to.
- iv. Additional costs of redeployment are a governance cost borne by the employer and not the individual Business Units.
- v. The employee will have ten (10) days to consider the offer and during this time the employer will make available any relevant information pertaining to a vacant position that has been notified to the employee. The period of ten (10) days may be varied by mutual agreement.
- vi. Upon acceptance of redeployment by the employee, the employer will confirm the new arrangement in writing.
- vii. The redeployment will be subject to a monthly review for a minimum period of three (3) months to help establish the employee in the position, to address any issues that arise and look at options necessary to fulfil this Agreement. As a last resort, if, during the review period it is established that the employee is not suitable to the new position, or any other vacant position at the equivalent or lower salary level, the employee may elect to seek redundancy.

(e) Redundancy package

- i. Except as is provided in clause 23 (e) viii an employee who is made redundant shall be entitled to the following package:

In lieu of notice as follows: Period of Continuous Service	Period of notice
1 year or less	1 week
Up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- ii. In addition to the above, employees over forty five (45) years of age at the time of the giving of the notice with not less than two (2) years continuous service, shall be entitled to an additional week's notice.
- iii. Severance pay calculated on the basis of three (3) weeks for each completed year of service to a maximum of fifty two (52) weeks' pay.
- iv. A \$7,000 Lump sum payment (pro-rata for part time employees).
- v. A payment for the loss of motor vehicle usage calculated by dividing the following amounts by fifty two (52) and adding that payment to an employee's weekly rate of pay for the purposes of determining the payment to be made pursuant to clause 23 (e) iii.
 - \$11,000 - for full private use
 - \$2,860 - for commuter use
- vi. Time off for training, attendance at job interviews and/or specialist support, including the provision of in house training on job search skills, for periods that in the aggregate do not exceed thirteen (13) days or the provision of out placement services and vocational training upon termination to a value not exceeding \$2,500.

- vii. If the employee has more than five (5) years' service at the date of redundancy and is not entitled to payment for pro rata long service leave in accordance with the Act or the relevant regulations, an ex gratia payment equivalent to pro rata long service leave shall be paid.
- viii. In the case where a transfer of business occurs or a service is contracted out, and the employee is offered and accepts employment with the new employer, the provisions of clause 23 (e) i shall apply with the exception of clause 23 (e) iv and 23 (e) vi. It is recognised that the provision of clause 23 (e) iv and 23 (e) vi shall apply where the employee leaves the new employer for any reason within six (6) months of commencement of employment. All other provisions take effect at the time of the transfer to the new employer. Where the employee does not accept employment with the new employer, the provisions of clause 23 (e) apply.

(f) Superannuation

Superannuation benefits paid on redundancy shall be in accordance with the employee's entitlements under the relevant superannuation scheme.

Part 4—Minimum Wages and Related Matters

24. Position Descriptions, Classifications and Annual Review

All employees covered by this Agreement will be classified according to the structure outlined in Schedule A of this Agreement.

(a) Position Description

- i. The employee will be provided with a current position description by the employer on commencement of employment or placement of role and any changes to a position description will be made in consultation with the employee. If agreement is not reached through consultation the matter will be dealt with through the dispute resolution processes.
- ii. Each position description 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.

(b) Annual Review

This clause applies to all employees other than Senior Executive Officers.

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

- i. The annual review will be confidential and comprise as a minimum of 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 outlined in Schedule A of this Agreement;
 - Reference to the relevant Agreement dispute resolution process if necessary;
 - Access by the employee concerned to any formal review documentation upon request.
- ii. The timing of the annual review may be delayed if an employee has had a period of absence for twelve (12) consecutive weeks or more of paid leave or, a period of two (2) consecutive weeks or more, unpaid leave in the preceding twelve (12) months. Where a delay to the annual review occurs, it would be equivalent to the period of absence as prescribed above.

(c) Performance and Development Plan Process

The Performance and Development Plan (PDP) Process will focus on performance and competency development, with emphasis on:

- i. Personal and team objectives linked to the Council and Business Plans.
- ii. Professional learning and development.

- iii. Review of position descriptions and demonstration of the Cardinia Values and Behaviours Framework.
- iv. All employees (excluding those with special circumstances such as employees on extended leave) will participate in the PDP process with the exception of School Crossing Supervisors who may opt in to participating in the PDP process. The review process will be conducted in accordance with the employer's PDP process and agreed between the employees and their immediate supervisor.

(d) Salary Increment Progression

This clause excludes Senior Executive Officers.

- i. All employees other than those at the end of their salary band, will be eligible for a salary increment, unless they have been advised in writing that this would not occur based on not satisfying the requirements as set out in clause 24 (d) iii.
- ii. For employees who are eligible for a salary increment, payment will be effective from their anniversary date of employment or a changed salary review date.
- iii. Any increase to remuneration will be dependent upon the achievement of the following:
 - Satisfactory service over the preceding twelve months in accordance with the employer's PDP Process;
 - Undertaking of agreed training;
 - Acquisition of agreed competencies; and
 - Demonstration of the Cardinia Values and Behaviours Framework.
- iv. In respect to the achievement of objectives identified through the employer's PDP process, factors outside the control of the employee shall be taken into consideration in determining incremental progression pay increases.

(e) Learning and Development

- i. The employer is committed to developing employees through the provision of learning and development programs.
- ii. Training needs and focuses will be determined through the corporate budget, business planning and Performance Development process which collectively inform the corporate learning calendar.
- iii. The employer will support employees accessing training including nationally recognised courses via provision of financial and/or study leave, This will form part of employees professional development where relevant to the position they perform.

(f) Induction of New Employees

All new employees will be provided with an induction program appropriate to their position.

(g) Employee Recognition Program

- i. The employer acknowledges that recognition is a key driver of performance.
- ii. This acknowledgement is made formally through the Quarterly Awards and the Annual Excellence Awards.
- iii. Service recognition for long and dedicated continuous service will be recognised in consultation with the employee. The employer will recognise the years of service in an

appropriate manner taking into account the employee's preference and tenure of service as outlined below:

Period of service	Amount	Letter/certificate	When
5 years	\$100	Certificate signed by the Mayor & Chief Executive Officer	Periodic function arranged by Council Council funded and arranged function
10 years	\$200		
15 years	\$300		
20 years	\$400	Letter under Seal from Council	
25 years	\$500		
30 years	\$600		
35 years	\$700		
40 years	\$800		
45 years	\$900		
50 years	\$1100		

- iv. Financial recognition will be provided in the way of gift card or voucher.
- v. The employer is committed to a review of the recognition of its employees as part of a broader Reward and Recognition Framework. Employees will be engaged in the review; this clause will continue to apply unless variations are agreed to by all parties.

25. Minimum Wages

A full time adult employee will be paid not less than the minimum weekly rate of pay applicable to the employee's classification for their thirty eight (38) ordinary hours as outlined in Appendix 1 of this Agreement.

(a) Quantum and Timing

- i. The classification pay rates applicable for Band 1 – 8 employees under this Agreement are outlined in Appendix 1.
- ii. The classification pay rates applicable for Maternal and Child Health Services employees under this Agreement are outlined in Appendix 2.

- iii. The first instalment of 3% or \$40 (whichever is the greater) increase payable from the first pay period commencing on or after 1 July 2024.
- iv. The second instalment of 3% or \$40 (whichever is the greater) increase payable from the first pay period, commencing on or after 1 July 2025.
- v. The third instalment 3% or \$40 (whichever is the greater) increase payable from the first pay period, commencing on or after 1 July 2026.

(b) Classification and Remuneration Structure

- i. Classifications within the banded employee structure are outlined in Schedule A of this Agreement.
- ii. Salary Increment Progression will be subject to the provisions outlined in clause 24 (d) of this Agreement.

(c) Senior Executive Officer

- i. An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Schedule A.
- ii. An employee at this level will be entitled to receive the minimum salary rate specified for a Senior Executive Officer in this Agreement.
- iii. This rate must not be reduced by any non-agreement benefits.
- iv. Notwithstanding the provisions of clause 25 (c) ii, the employer and a Senior Executive Officer may enter into a salary agreement which:
 - Must be in writing and signed by both parties; and
 - Either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
 - A notation placed in the record as to where a copy of the Agreement may be inspected;
 - And which provides for:
 - An overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement such as private use of an employer provided motor vehicle;
 - An annual review of the Agreement;
 - Access to The Fair Work Commission for dispute resolution in accordance with the Agreement dispute resolution process;
 - Details of any salary package arrangements;
 - Details of any other non-salary benefits provided to the employee;
 - Details of any performance pay arrangements and performance measurement indicators;
 - The involvement of the relevant union or an employee nominated representative;
 - The salary for the purposes of accident make up pay.
- v. The Agreement may also specify that the following clauses may not apply:
 - Allowances and expenses
 - Overtime, time off in lieu, penalty rates and meeting attendance
 - Higher duties
 - Worksite flexibility
 - On Call (remote response) and Standby
 - Annual leave loading

- Instruments
 - Quarters
- vi. Notwithstanding clause 21 (a) an employee appointed as a Senior Executive Officer who is also a Senior Officer as defined in this Agreement may be employed under a maximum term contract.

(d) Employment Pathways

i. Apprentices

- The employer is committed to providing opportunities for apprentices within its workforce.
- The employer will engage apprentices in accordance with this Agreement. At the cessation of the apprenticeship training period, the employer will make every effort to employ the apprentice on a permanent basis.
- It is the intention to have apprentice positions in addition to the budgeted headcount, and these will not replace permanent employees.
- If the apprentice is appointed in a permanent capacity, the time served as an apprentice will be recognised as continuity of service.

ii. Trainees

- The employer is committed to providing opportunities for trainees within its workforce.
- The employer will engage trainees via a Group Training Organisation and will not be a direct employer. However, the employer acknowledges that these roles are developmental and will facilitate learning for the incumbents ensuring that four (4) hours per week is used to complete their accredited training.
- It is the intention to have trainee positions in addition to the budgeted headcount, and these will not replace permanent employees.
- Toward the completion of the traineeship, the trainee and their Supervisor will explore opportunities for the trainee to remain as an employee of the employer. The trainee's Supervisor will assist the trainee to identify potential positions that the trainee may apply for prior to the completion of the traineeship and ensure that the trainee is informed of all advertised positions via the employers intranet.

(e) Junior Rates

Junior employees will be paid the following percentage of the appropriate pay rate set out in clause 25 as follows:

Age	% of minimum weekly rate
Under 17 years of age	55
17 years	65
18 years	75
19 years	85
20 years	95

(f) Apprentices

- i. The terms of this Agreement apply to apprentices, except where otherwise provided.
- ii. The weekly minimum pay rates for apprentices who commence a four (4) year apprenticeship are as follows:

Year of apprenticeship	% of Band 3A for apprentices who have not completed year 12	% of Band 3A for apprentices who have completed year 12
1 st year	50	55
2 nd year	60	65
3 rd year	75	75
4 th year	90	90

- iii. The weekly minimum pay rates for apprentices who commenced a three (3) year apprenticeship are as follows:

Year of apprenticeship	% of Band 3A for apprentices who have not completed year 12	% of Band 3A for apprentices who have completed year 12
1 st year	50	55
2 nd year	70	70
3 rd year	90	90

- iv. An adult apprentice will be paid no less than the minimum weekly rate for Band 2 in clause 25.

(g) Supported Wage System

See Schedule B

(h) School-based Apprentices

See Schedule C

(i) National Training Wage

- i. Trainees shall receive \$10 more per week than the rates outlined in Schedule D of this Agreement.
- ii. Otherwise, trainees will be entitled to all other terms and conditions contained in this Agreement.

(j) Annualised Salaries

- i. Annual salary instead of Agreement provisions

Notwithstanding any other provision of this Agreement, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

- Minimum wages – clause 25;
- Allowances – clause 26;
- Higher duties – clause 27;
- Penalty rates – clause 31;
- Overtime – clause 32; and
- Annual leave loading – clause 33 (g).

- ii. Annual salary not to disadvantage employees
 - The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).
 - The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.
 - iii. For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in clause 25 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
 - iv. An annual salary agreement must:
 - be in writing and signed by both parties;
 - state the date on which the arrangement commences;
 - be provided to the employee;
 - contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the agreement such as private use of an employer provided motor vehicle;
 - be subject to an annual review;
 - contain details of any salary package arrangements, including the annual salary that is payable;
 - contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - contain details of any performance pay arrangements and performance measurement indicators;
 - contain the agreement band and level classification for the role.
 - v. An annual salary agreement may be terminated:
 - by the employer or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - at any time, by written agreement between the employer and the employee.
 - vi. On termination of an annual salary agreement, the employee will revert to the agreement entitlements unless a new annual salary agreement is reached.
- (k) The employer will not engage labour hire or agency resources for the primary purpose of cost saving compared to the cost of direct employment.

26. Allowances

(a) Adjustment of Allowances

- i. The following allowances will be adjusted annually by the percentage of the pay increase provided for in this Agreement.
 - Industry Allowance
 - Plant and Tool Allowance
 - On Call Allowance
- ii. The Deceased Animal Allowance will be frozen for the life of this Agreement.

- iii. All other allowances will be indexed in line with the Victorian Local Government Award 2015 or the Nurses - ANMF (Victorian Local Government) Award 2015 (whichever is relevant).

(b) Vehicle Allowance

- i. Where the employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as outlined in Appendix 1 of this Agreement.
- ii. The employer may require an employee to record full details of all such official travel requirements in a logbook.

(c) Deceased Animal Allowance

- i. An employee who is required to handle, scan, remove, destroy or bury any deceased animal or animals will be paid a daily allowance as outlined in Appendix 1 of this Agreement in respect of any day on which such duty was carried out. This is a fixed daily rate, irrespective of the number of animals handled, scanned, removed, destroyed or buried.
- ii. Any employee handling, scanning, removing, destroying or burying any deceased animal or animals will be paid the allowance in respect of any day on which such duty was carried out. This would include the truck driver and the excavator driver working as a team to collect the animal or animals. Both of the team members would be eligible for the allowance.

(d) Meal Allowance in relation to overtime

- i. Employees who work more than two (2) hours' overtime in a minimum of ten (10) hours on duty will be paid a meal allowance of as outlined in Appendix 1 of this Agreement.
- ii. Where the employer requires the employee to continue working for a further four (4) continuous hours of overtime work, the employee will be paid an additional meal allowance as outlined in Appendix 1 of this Agreement.
- iii. A meal allowance is not payable:
 - where the employee has been notified at least twenty four (24) hours in advance of the requirement to work overtime; or
 - where the employee is only required to work less than the time prescribed; or
 - where a meal is provided by the employer.

(e) Transfers, travelling and working away from normal starting point

Normal starting point

- i. All employees upon engagement will be given a starting point which will be, subject to clause 26 (e) v the commencement point of their daily work activities.
- ii. For the purposes of this clause, normal starting point means a workshop, depot, office or facility to which the employee is usually assigned or any other designated starting and/or finishing point.
- iii. Unless otherwise provided, each employee will be attached to one (1) normal starting point only.
- iv. An employee may be attached to more than one (1) normal starting point where multiple starting points form part of the nature of the work being performed.

- v. An employee may be transferred to a different normal starting point within the employer's local government area at any time, by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

(f) Excess travelling time and fares

- i. Where the employer requires an employee, other than a casual, to start work at a place away from the employee's normal starting point, the employer will pay the employee:
 - excess travelling time - at the employee's ordinary rate of pay for all time reasonably spent reaching and/or returning from the job which is in excess of the time normally spent in travelling between the employee's usual residence and their normal starting point; and
 - excess fares - any fares reasonably incurred by the employee that are in excess of the fares normally incurred in travelling between the employee's usual residence and the employee's normal starting point. The excess fares allowance will not be paid where the employee is provided with a vehicle by the employer or is paid the allowance as provided in clause 26 (b) or has an arrangement with the employer for a regular vehicle allowance in excess of the allowance provided in clause 26 (b).

(g) Reimbursement of expenses

- i. All reasonable expenses incurred by the employee at the direction of the employer, including out-of-pocket expenses, course fees and materials, telephone calls, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection with the employee's duties will be paid by the employer.
- ii. The method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the employer and the employee. Travelling arrangements will be agreed between the employer and the employee in advance.
- iii. The employer will reimburse an employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied by the employee at the direction of the employer. However, reimbursement need not be made if the employer supplies the tools, instruments or equipment.
- iv. The employer may require the employee to present proof of payment prior to the reimbursement.

(h) First Aid Allowance

- i. Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty, such an employee will be paid an additional weekly allowance as outlined in Appendix 1 of this Agreement.
- ii. Clause 26 (h) i will not apply where the requirement to hold a first aid certificate is a requirement of the position.
- iii. First aid allowance is payable during periods of paid leave.

(i) Fire Wardens and OHS Representative Allowances

In recognition of the additional work responsibility of Fire Wardens and employees who perform the role of OHS Representative, such an employee will be paid an additional weekly allowance as outlined in Appendix 1 of this Agreement.

(j) Industry Allowance (adverse working conditions)

- i. Operational and trade employees engaged in Bands 1 to 5 of this Agreement will be paid an additional hourly allowance as outlined in Appendix 1 of this Agreement when the majority of time worked is under adverse working conditions as defined in clause 26 (j) iii. Provided that in all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- ii. The Industry Allowance, combined with the base wage, will become the ordinary rate of pay and is the all-purpose rate of pay i.e. it will apply for all purposes including paid leave, penalty rates and superannuation.
- iii. Definition of adverse working conditions.
The Industry Allowance compensates for all adverse conditions associated with working outdoors and/or for obnoxious, offensive or dirty working conditions, including:
 - working in confined or cramped spaces;
 - working in wet places;
 - working in hot places where temperatures are artificially raised above 45 degrees Celsius;
 - working at heights above five (5) metres from the ground or other stable surfaces, including on temporary structures;
 - working in dusty, muddy or dirty conditions;
 - cleaning of public toilets and animal shelters;
 - operating mechanical and pneumatic equipment;
 - 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;
 - collection, removal and/or disposal of non-putrescible waste by mechanical means;
and
 - fighting fires.

(k) Plant and Tool Allowance

- i. Outdoor employees whose roles require them to drive vehicles and operate plant and equipment, and to carry out routine maintenance and/ or minor running repairs will be automatically entitled to and receive a weekly allowance as prescribe in the Schedule of Allowances (Appendix 1).
- ii. Routine maintenance and minor running repairs must be completed to a satisfactory standard on plant or equipment as agreed by the employer.
- iii. The Plant and Tool Allowance will be paid on any period of authorised leave.

(l) Driver Motor Garbage Service

The driver of a motor garbage service will be paid an additional daily allowance as outlined in Appendix 1 of this Agreement.

(m) Loss or Damage to Clothing and/or Spectacles

This clause applies to Employees Bands one (1) to five (5) (outdoor) only.

- i. The employer will be responsible up to a maximum of \$429.59 for an employee's clothing which may be destroyed by fire, or other disaster, in a changing house or other shelter

provided or nominated by the employer. Provided that such destruction is not in any way caused by the employee's own act or neglect

- ii. If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by an order of an authority, they will be paid the value of the clothes spoiled or destroyed.
- iii. Where an employee during the course of employment suffers loss or damage to spectacles, caused by fire, molten metal or corrosive substances, compensation will be made by the employer to the extent of the loss or damage sustained provided that such loss or damage is not in any way caused by the employee's own act or negligence.
- iv. Provided further that this subclause will not apply when an employee is entitled to Worker's Compensation in respect to the damage.

27. Higher Duties

(a) Employees bands one (1) to five (5) (outdoor)

- i. Where an employee is directed by the employer, to perform for one (1) day or more, a role which meets the criteria of a higher classification band than the one in which they are ordinarily employed in (unless otherwise specified in this Agreement), the employee will be paid at the commencement level for the role of the higher classification band.
- ii. For a full time employee, one (1) day is defined as the ordinary hours of work required by the area in which the higher duties are being performed.
- iii. For a part time or casual employee, higher duties will apply for actual hours worked provided that such duties are undertaken for more than two (2) hours on any day.

(b) Employees other than outdoor employees bands three (3) to eight (8)

Where an employee is directed by the employer as to perform for one (1) day or more, a role which meets the criteria of a higher classification band than the one in which they are ordinarily employed in, the employee will be paid at the commencement level for the role of the higher classification band.

(c) Nurses

A Registered Nurse, who is directed by the employer, to perform for one (1) day or more, a role which meets the criteria of a higher classification band than the one in which they are ordinarily employed in, the employee will be paid at the higher classification rate.

28. Payment of Wages/Salary Packaging

(a) Payment of Wages

Employees will be paid fortnightly by electronic funds transfer into the employee's nominated account.

(b) Salary Packaging

- i. Employees may package their salaries in any legal form, provided that there is no additional cost to the employer. Requests must be made in writing to payroll.

- ii. The cost of any individual packaging advice from taxation or financial advisers and setting up any individual arrangements will be borne by the employee. Employees will also bear the cost of any fringe benefits tax payable.
- iii. Prior to entering into a salary packaging agreement, employees are encouraged to obtain independent financial advice.

(c) Accident Pay

- i. The employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by, or on behalf of the employer pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).
- ii. Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) and the employee's weekly rate of pay; or in the case of a part time employee, the pro rata rate of pay; or where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the weekly rate of pay or pro rata rate of pay.
- iii. The employer will pay or cause to be paid accident pay as defined in 28 (c) ii above, during the incapacity of the employee arising from any one (1) injury for a total of thirty nine (39) weeks whether the incapacity is in one (1) continuous period or not.
- iv. The liability of the employer to pay accident pay in accordance with this clause, will arise as at the date of the injury or accident in respect of which compensation is payable, and the termination of the employee's employment for any reason during the period of any incapacity, will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- v. In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the employer to pay accident pay will cease from the date of such redemption.
- vi. Notwithstanding the provisions of this clause:
 - the liability to pay accident pay to casual or temporary or employees who retire, will cease at the expiration of such engagement or the period of the accident make-up pay provided at clause 28 (c) iii, whichever is the lesser period.
 - where an employee has given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or the period of the accident make-up pay provided at clause 28 (c) iii, whichever is the lesser period.

29. Superannuation

(a) Superannuation legislation

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

- ii. The rights and obligations in these clauses supplement those in superannuation legislation.

(b) Employer contributions

- i. The employer must make such superannuation contributions to a superannuation fund for the benefit of an employee, as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- ii. The employer shall continue to be a participating employer of Vision Super in accordance with the Vision Super Fund Trust Deed.
- iii. If no preference is expressed the contributions will default to Vision Super.
- iv. The employer will meet required time frames in regard to the administration of the superannuation entitlements.

(c) Superannuation while on Parental Leave

- i. Superannuation contributions will be made to eligible employees by the employer for up to twelve (12) months including for the paid and unpaid components of the approved parental leave.
- ii. The earnings upon which the superannuation is calculated is based on the employee's earnings (averaged hours) over the preceding twelve (12) months prior to leave commencing.

(d) Voluntary employee contributions

- i. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on their behalf a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions outlined in clause 29 (b).
- ii. An employee may adjust the amount they have authorised the employer to pay from their wages, from the first of the month following the giving of three (3) months' written notice to the employer.
- iii. The employer must pay the amount authorised under subclauses 29 (b) i or 29 ii ii no later than twenty eight (28) days after the end of the month in which the deduction authorised under subclauses 29 (b) i or 29 ii ii was made.

(e) Superannuation fund

- i. Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 29 (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 29 (b) and pay the amount authorised under subclauses 29 (b) i or 29 (b) ii to one (1) of the following superannuation funds or its successor:
 - any superannuation fund, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
 - a superannuation fund or scheme which the employee is a defined benefit member of.

(f) Absence from work

- i. Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 29 (b) and pay the amount authorised under subclauses 29 (b) i or 29 ii ii:
 - Paid leave—while the employee is on any paid leave;
 - Work-related injury or illness—for the period of absence from work (subject to a maximum of fifty two (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 the employer in accordance with the statutory requirements; and
 - the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

30. Ordinary Hours of Work and Work Patterns

For the purpose of the NES, ordinary hours of work under this Agreement are thirty eight (38) per week.

(a) Working Times

In determining specific working times, the primary factors for consideration are:

- i. Customer and community needs;
- ii. Utilisation of plant and equipment;
- iii. Occupational health and safety considerations; and
- iv. Needs of employees.

(b) Spread of Hours

The provisions of this clause will apply to all employees unless alternative provisions are contained in the Appendices to this Agreement.

- i. The spread of hours of work will be as defined in the table as follows:

Operations	Hours worked at any time between 6am and 6pm Monday to Friday (inclusive).
Indoor employees (including Civic Centre, Operations administration and My Place)	Hours worked at any time between 7am and 7pm Monday to Friday (inclusive).
Hall Keepers	Hours worked at any time Monday to Friday (inclusive), provided that seventy six (76) hours are not exceeded in any consecutive two-week period.
Outdoor employees engaged in Community Services (as defined in clause 4 (a) of this Agreement)	A maximum of five (5) consecutive days of a calendar week. Employees who support community services (i.e. administrative support employees) are not included in this clause.
Recreational and Cultural Facilities	Hours worked at any time between 6am and 11pm.

- ii. In circumstances where an employee requests or agrees to work outside their applicable spread of hours as described above, the spread of hours will be 6am to 10pm, Monday to Friday (inclusive).
- iii. Any agreement for employees to work outside their spread of hours will be documented in writing.
- iv. An employee who is directed to work outside their spread of hours will be entitled to penalty rates.
- v. The employer is committed to providing, wherever practicable, working arrangements which balance customer, organisation and team requirements with an individual's needs.
- vi. The agreement described in this clause may be reviewed by the employee or the employer upon request.

Examples of acceptable working arrangements include:

- **Example 1**

An employee's normal hours of work are Monday to Friday, 8.30am to 5pm (including a 30 minute lunch break), working a nineteen (19) day month. The employee requests to work Monday 9am to 7pm and Friday 8.30am to 3pm, with all other days as normal, the supervisor approves the arrangement.

The employee is paid for all hours at ordinary rates, all hours worked within the spread of hours, no change to ordinary pay or ADO.

- **Example 2**

An employee's normal hours of work are Monday to Friday, 8.30am to 5pm (including a 30 minute lunch break), working a nineteen (19) day month. The supervisor asks the employee to work an additional two (2) hours on Monday, with all other hours remaining the same.

The employee agrees to perform the additional hours. As a result of the Employee working beyond thirty eight (38) hours in the week, penalty rates apply for the additional two (2) hours.

(c) Ordinary Hours

The ordinary hours of work for all employees will be up to seventy six (76) hours per fortnight

within the applicable spread of hours.

- i. Employees may work an ordinary shift of up to ten (10) hours on any one (1) day (including a lunch break), with no more than two (2) consecutive ten (10) hour shifts to be worked in any one (1) week. Full time employees will not be required to work less than six (6) hours on any one (1) day except by agreement.
- ii. The employer's standard operating hours are 8.30am – 5.00pm, unless defined in clause 30 (b) i however can be varied to suit individual circumstances outlined in clause 9.
- iii. Current arrangements in respect to hours of work will be maintained or may be varied by agreement between affected employees and the relevant supervisor.
- iv. Employees will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. In the case of unforeseen circumstances, where it is beyond the control of operational requirements the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

(d) Worksite Location

This clause is not a mechanism for permanently relocating an employee to another work location.

- i. An employee will start work at the location at the starting time specified in the roster and cease work at the location at the finishing time specified in the roster, or at the logical conclusion of the job on which they are working.
- ii. Where it is logical for an employee to work additional hours to complete the work being undertaken in the same working day, this will be regarded as additional ordinary hours as outlined in clause 30 (c). All time spent on logical conclusion of the work being undertaken will be regarded as additional ordinary hours and will be accrued as time in lieu as such, unless worked outside the spread of hours or in excess of ten (10) hours in a day.
- iii. From time to time, an employees may be required by the employer, to start and finish their workday at an alternate location. Where this occurs, the employer will endeavour to give notice of the change to the employee on, at minimum, the day prior to the rostered shift commencing. An employee's personal circumstances will be taken into consideration when such an amendment is required.

(e) Tea Breaks (Customer Support Officers)

- i. The employer acknowledges that due to the responsibilities of the role, those employed in the role of Customer Support Officer have limited opportunities to take a tea break during the day.
- ii. Where a Customer Support Officer who works an (eight) 8 hour day will be entitled to two (2) paid ten (10) minute tea breaks (one (1) in the morning and one (1) in the afternoon).
- iii. Where a Customer Support Officer works up to five (5) hours in one (1)n day is entitled to one (1) paid ten (10) minute tea break.
- iv. Tea breaks will be coordinated by the Customer Support Coordinator/ Supervisor, and will take into account the operational needs of the service.
- v. A Customer Support Officer who chooses not to take an entitled break, does not accrue this time as time off in lieu or allow the Customer Support Officer to arrive late or leave early.

(f) Right to Disconnect

The Right to Disconnect refers to an employee's right to be able to disengage from work and refrain from engaging in work-related communications, such as emails, telephone calls or other messages, outside of agreed working hours.

The Right to Disconnect has four main elements:

- i. Supervisors must respect employees' periods of leave and rostered days off.
- ii. Other than in emergency situations or genuine welfare matters, employees must not be expected to routinely perform work outside of their agreed working hours.
- iii. Employees will not be penalised or otherwise disadvantaged for refusing to attend to work matters outside of their agreed working hours.
- iv. Employees are not required to read or respond to emails, messages or phone calls outside of their agreed working hours unless the employee is in receipt of an On Call Allowance, or Standby Allowance.

There will be occasional situations when it is necessary to contact employees outside of agreed working hours, including but not limited to ascertaining availability for rosters, to fill in at short notice for a sick colleague where unforeseeable circumstances may arise, for genuine employee welfare matters, or where an emergency may arise, and/or where business and operational reasons require contact outside of agreed working hours.

31. Penalty Rates

(a) Weekday penalty rates

- i. An outdoor employee required to work ordinary hours on a Monday to Friday outside the spread of hours provided in 30 (b) will be paid at the rate of time and a half for the first two (2) hours worked outside of such span, and double time thereafter.
- ii. An indoor employee required to work ordinary hours on a Monday to Friday outside the spread of hours provided in 30 (b) will be paid at the rate of time and a half for the first three (3) hours worked outside of such span, and double time thereafter.

(b) Weekend penalties for Recreation and Cultural Facilities or Community Services

Employees engaged in Recreation and Cultural Facilities or Community Services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 6.00 am and 11.00 pm. All other weekend hours for such employees will be paid according to clause 32 (b).

32. Overtime

(a) Time in Lieu (TIL) / Overtime

- i. By agreement with the supervisor, employees may work additional hours to be accrued as time in TIL.
- ii. Additional hours worked and accrued as TIL will be accrued at the outlined rate:
 - Ordinary hours during the spread of hours up to thirty eight (38) hours per week or seventy six (76) hours per fortnight
 - Time and a half outside of the spread of hours (or as otherwise agreed) under clause 30 (a) or more than ten (10) hours in one (1) day.

- iii. Part time employees who work additional hours, by agreement, will be paid ordinary hour rates unless the employee works more than ten (10) hours per day, or outside the spread of hours, or in excess of seventy six (76) hours in a fortnight.
- iv. Employees whose duties require them to have overnight responsibility for program participants (for example youth camps), will be paid for eight (8) hours of duty and accrue eight (8) hours of TIL, per twenty four (24) hour period spent at the event; regardless of whether this occurs on a weekday or a weekend.
- v. Employees may accrue up to a maximum of five (5) days TIL before being instructed to develop a leave management plan in order to reduce the balance to five (5) days or less.

(b) Overtime

- i. Unless otherwise provided, overtime means all work performed at the direction of the employer:
 - in excess of the employee's ordinary weekly hours as specified in clause 30 (b);
 - on days other than ordinary working days as specified in clause 30 (b); or
 - in excess of the maximum ordinary hours on any day provided by clause 30 (b)

(c) Payment for overtime

- i. Except as otherwise provided, outdoor employees' overtime will be paid at the rate of time and a half for the first two (2) hours and double time thereafter, with the exception of overtime worked after 12pm on a Saturday and anytime on a Sunday, which will be paid at the rate of double time.
- ii. Except as otherwise provided, indoor employees' overtime will be paid at the rate of time and a half for the first three (3) hours and double time thereafter, with the exception of overtime worked on a Sunday which will be paid at the rate of double time. The double time rate of pay for work performed on a Sunday also applies to Maternal and Child Health and Immunisation Nurses.
- iii. The payment for overtime rates is calculated on the employee's base rate of pay.
- iv. In calculating overtime, each day's work stands alone.

(d) Rest period after overtime

- i. Wherever reasonably practicable, working hours should be arranged so that an employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts.
- ii. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one (1) day and the commencement of their ordinary hours on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the employee has had ten (10) consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.
- iii. If on the instructions of the employer, an employee resumes or continues work without having had the ten (10) consecutive hours off, the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then

entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(e) Standby duty Bands 1 – 8

- i. Standby duty applies to employees covered by bands 1 to 8 of this agreement and provides that where an employee is required to standby at home for seven (7) consecutive days or not less than five (5) days in any pay period for the purposes of their employer, they will be paid an allowance as set out below. Provided that standby at home will mean that the employee will not go where they cannot be contacted by telephone so that they can be in a position to take up duty within fifteen minutes.

Weekly Allowance (for standby duty for a full week)	
Outdoor employees	Sixteen (16) hours at applicable rate of pay
Indoor employees	Ten (10) hours at band 5C

- ii. Where an employee, by agreement with the employer, deputises for the employee on standby or is required to standby for a period less than five (5) days then that employee will be paid a daily allowance equivalent to:

	Outdoor	Indoor
Monday to Friday	Two (2) hours per day	One (1) hour per day @ band 5C
Saturday	Four point five (4.5) hours per day	Two (2) hours per day @ band 5C
Sunday	Six (6) Hours per day	Three (3) hours per day @ band 5C

- iii. Where an employee deputises, the weekly allowance paid to the employee normally on standby will be reduced by the aforementioned amounts payable to the employee who deputises on standby.
- iv. Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.
- v. The provisions of this clause will not apply to those employees whose normal weekly rate as outlined in clauses 25 (c) and 25 (j) - Classification and minimum rates of pay of this Agreement includes a Standby Allowance.
- vi. Under this clause, an employee called out to perform work outside the ordinary hours of work, will be entitled to payment at the applicable penalty rates for a minimum of:

	Outdoor	Indoor
Monday to Friday	Three (3) hours	One (1) hour
Saturday	Three (3) hours	Two (2) hours
Sunday	Three (3) hours	Two (2) hours
Public holiday	Three (3) hours	Two (2) hours

(f) Outdoor employee – payment for call outs

- i. Under this clause, an outdoor employee called out to work overtime after leaving their place of employment on any day Monday to Friday will be paid for a minimum of three (3) hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time they are 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 hours work calculated at one-and-a-half times the ordinary rate for the first two (2) hours and at double the ordinary prescribed rate thereafter.
- ii. An outdoor employee called out to work at any time on a Saturday will be paid for a minimum of three (3) hours' work for each time they are called out. Payment will be made on the following bases:
 - Where the employee actually works for two (2) hours or less, at any time on such day, the payment will be as for a minimum of three (3) hours work calculated at 1.5 times the ordinary rate.
 - 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 then those hours, to a maximum of two (2), will be paid for at time and a half of the ordinary rate and the remainder of the hours worked, or the remainder of the three (3) hour minimum payment whichever is the greater, will be paid for at double the ordinary rate.
 - Where all those hours are worked after noon the minimum payment, or the actual hours worked, whichever is the greater, will be at double the ordinary rate.
- iii. An outdoor employee called out to work overtime on a Sunday will be paid a minimum of three (3) hours at double time.
- iv. An outdoor employee called out to work overtime on a public holiday will be paid a minimum of three (3) hours at double time and a half.
- v. Provided that, except in the case of unforeseen circumstances arising, the outdoor employee will not be required to work the full three (3) hours if the job they were called out to perform is completed within a shorter period.
- vi. This subclause will not apply in cases:
 - where it is customary for the employee to return to their place of employment on any day to perform a specific job outside their ordinary working hours, or
 - when the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working hours.
- vii. The employee called out will be paid for the actual time so worked at the appropriate overtime rate when the overtime performed occurs during the period three (3) hours before the employee's normal commencement time. In such circumstances payment will be at the appropriate rate for all time from the start of such overtime until the employee's normal commencement time.
- viii. Employees on weekly standby in accordance with this clause who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.
- ix. Time worked in this manner will be regarded as continuous work and be paid as part of the first call out at the appropriate overtime rate.

(g) Indoor employee – call out arrangements time off after call outs

- i. Where an indoor employee is recalled to work whilst on standby, the employee will be released after the completion of such overtime until they have had ten (10) hours off duty without loss of pay for ordinary working time occurring during such absence.
- ii. Where an indoor employee is instructed to resume or to continue work without having had ten (10) consecutive hours off duty they will be paid at double time until released from duty for such period. They will then be entitled to be absent until they have had ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence.
- iii. The requirement for a ten (10) hour break will not apply in relation to call outs that occur from 5am onwards.

(h) Payment for call outs

- i. Under this clause, an indoor employee who is called out to perform work outside of ordinary hours, shall be paid for the call out at the applicable penalty rate, for a minimum of one (1) hour for weekdays and two (2) hours for weekends.

Clarification of trigger for call out, when work is performed from home

- i. The taking of a telephone call of itself, does not trigger a call out.
- ii. The task of taking calls outside of working hours is compensated by the Standby Allowance. However, if an employee is in receipt of the Standby Allowance and is required to perform work of an urgent or immediate nature, as a result of receiving a phone call, then the call out is triggered. Examples of urgent or immediate work could include:
 - Requirement to access or monitor the employer's database or other electronic systems e.g. to an identify animal or look up a contact number.
 - Requirement to access systems to document urgent contemporaneous reports.
 - Requirement to make urgent subsequent phone calls as a result of receiving a phone call.
- iii. Any call out in which an indoor employee leaves their place of residence to attend to work, triggers a call out. This applies when the work is subsequently not required.

Example: A Compliance Officer is called out in relation to a roaming animal. As a result, the Compliance Officer has left home to attend to the roaming animal. Whilst en-route the employee is advised that the animal has been returned to their owner, the call out is triggered even though the employee did not complete the task and simply returned home.

- iv. Importantly, if the subsequent work can be performed on the next workday, a call out would not be triggered.
- v. Employees performing work outside of hours will be required to maintain records of the work performed and the urgency or immediate nature of the work.

(i) On call (Remote Response)

- i. An employee required by the employer to remotely respond to out of hours work, will be entitled to a weekly allowance as outlined in Appendix 1 of this Agreement. Such employees will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. 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 fifteen (15) minutes.

- ii. An employee who is in receipt of an On Call Allowance must be available to immediately to:
 - respond to phone calls or messages;
 - provide advice ('phone fixes');
 - arrange call out/rosters of other employees; and
 - remotely monitor and/or address issues by remote telephone and/or computer access,
 - will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.

- iii. An employee in receipt of a Standby Allowance is not entitled to the On Call (Remote Response Allowance).
 - The following table outlines the relevant allowances that apply to the various cohorts according to Clause 32 (e).
 - An employee will be paid the relevant allowance (calculated as a daily rate, only on the days the employee is required to be available for duty outside of the employees ordinary hours of work) as outlined in Appendix 1 of this Agreement.

Cohort	Allowance
Operations	Standby
IT	On Call
Compliance Services	Standby
Emergency Management	On Call
School Crossing Support Officer (by roster)	On Call
Cardinia Cultural Centre Officer (by roster)	On Call

Part 6—Leave and Public Holidays

33. Annual Leave

- (a) Annual leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.
- (b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (c) Annual leave is exclusive of public holidays that fall within the period of leave.
- (d) All employees (except casual employees) accrue four (4) weeks annual leave for each twelve (12) months of employment. Part time employees will accrue annual leave on a pro rata basis.
- (e) Annual leave may be taken as it accrues, subject to prior approval. It is preferred that annual leave be taken with the mutual agreement of the employee and the employer.
- (f) Payment for annual leave
 - i. Employees will be paid their base rate of pay (inclusive of industry allowance where applicable) during periods of annual leave for the hours so taken.
 - ii. All employees who are in receipt of the following allowances, on a regular basis, will have these included in the payment for annual leave:
 - Plant and Tool Allowance;
 - First Aid, Fire Wardens and OHS Representative Allowances;
 - Driver Motor Garbage Service Allowance.
 - iii. Where the employee is not in receipt of the allowance for a full year, the allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per forty eight (48) week period.
- (g) Annual leave loading
 - i. The employee will be paid an annual leave loading of 17.5% calculated on the employee's base rate of pay in addition to payment for annual leave provided.
 - ii. Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:
 - on the anniversary date of employment;
 - on the same date each year as determined by the employer; or
 - when taking annual leave.

The maximum amount of annual leave loading that the employer may be required to pay in any year of service, will be indexed in accordance with the Victorian Local Authorities Award 2001 as adjusted by the Australian Bureau of Statistics (ABS).
- (h) Requirement to take annual leave, excessive accrual and annual close-down

- i. Where an employee has eight (8) weeks or more annual leave accrued (pro rata for part time employees), the employer will work with the employee to determine a leave management plan in order to reduce the leave balance.
- ii. Where a leave management plan has not been determined, the employer may direct an employee to take leave in order to reduce the leave balance.

iii. Annual Close-Down Period

- The employer is closed to the public between Christmas and New Year on an annual basis. Employees will be advised of the specific dates of the close-down, no later than 31 October each year.
- The employer encourages employees to take their accrued leave over this period.
- With the exception of those who have been rostered to be on call or are a direct customer/community demand driven unit, employees seeking to work during this period must request to do so no later than 31 October of each year, to ensure adequate planning and appropriate work plans are prepared.
- If an employee does not have sufficient accruals of leave (excluding personal leave) or TIL, the employer will grant annual leave in advance.

(i) Cashing out of Annual Leave

- i. At the discretion of the Chief Executive Officer, employees may request to cash out annual leave entitlements (in lieu of taking the leave) in conjunction with a leave management plan provided a balance of four (4) weeks remains.
- ii. Employees will be required to take the equivalent amount of leave that they are cashing out. This ensures that employees benefit from rest and recuperation. i.e. if an employee cashes out two (2) weeks of annual leave, they would be required to take two (2) weeks annual leave.

(j) Continuous service

- i. The following absences are not recognised as continuous service for the purpose of accruing annual leave:
 - absence without leave;
 - leave without pay granted upon the employee's request;
 - unpaid sick leave the total period of which in the one (1) year of employment exceeds one (1) month;
 - to the extent to which it exceeds twenty six (26) weeks in the one (1) year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation.

(k) Shift Workers

- i. A shift worker for the purposes of s. 87(1) (b) of the Fair Work 2009 is an employee who works a roster and who, over the roster cycle, may be rostered to work:
 - ordinary shifts on any of the seven (7) days of the week; and
 - who is regularly rostered to work on Sundays and public holidays.

34. Personal/Carers Leave and Compassionate Leave

(a) Personal/carers leave

- i. Personal/carers leave may be taken:
 - When an employee is not fit for work due to personal illness, or personal injury affecting the employee;
 - To attend a medical appointment where attendance is not practical other than during working hours. or
 - To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency.
- ii. Personal/carers leave shall not accrue during periods of unpaid leave except as provided by the Fair Work Act (Cth). All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carers leave and for public holidays) are entitled to paid personal/carers leave.
- iii. All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid personal/carers leave for the purposes of caring for an immediate family member or the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid personal/carers leave or in the case of a casual employee, where paid personal/carers leave does not apply.
- iv. An employee, (other than a casual employee) who is absent from duty on account of personal illness or accident (other than for which workers' compensation is payable) shall be granted personal/carers leave with pay in accordance with the following conditions:
 - On commencement of service with the employer, an employee shall be advanced a personal/carers leave credit of twelve (12) days of ordinary pay.
 - Notwithstanding the 21 (f), in the case of a temporary (maximum term) employee, such employees shall be granted a personal/carers leave credit of one (1) day ordinary pay for each month of completed service.
- v. On completion of one (1) years' service and each year of service thereafter, further personal/carers leave credits of twelve (12) days ordinary pay shall accrue without limit.
- vi. Accrual of personal/carers leave for Registered Nurse and Midwife employees:
 - On completion of one (1) years' service and on each service anniversary up to four (4) years of service, fourteen (14) days ordinary pay shall be credited
 - On completion of five (5) years of service and every service anniversary thereafter, twenty-one (21) days ordinary pay shall be credited
- vii. Pro rata entitlement applies for part time employees.
- viii. Where an employee is absent due to personal/carers responsibilities, they shall notify the employer of the absence as soon as possible, and where reasonably practicable at or before the start of their normal working day; stating the nature of the illness or injury and the estimated duration of such absence.
- ix. For each period of personal/carers leave exceeding three (3) working days, the employee will be required to provide a medical certificate advising the employee was unfit for work due to a medical condition, injury or illness from a registered practitioner.

- x. Any absence taken as personal/carers leave either the working day before or the working day after any form of paid leave (including public holidays and rostered days off) the employee is required to provide a medical certificate from a registered practitioner.
- xi. At the supervisor's discretion, an employee may be required to provide a medical certificate with respect to any absence.
- xii. Where it is not practicable to obtain a medical certificate issued by a registered practitioner, other forms of evidence that satisfy that an employee had a genuine illness can be submitted. The employer reserves the right to accept or reject other forms of evidence.
- xiii. A public holiday observed during any period of personal/carers leave shall not be regarded as part of the personal/carers leave.
- xiv. For illness or injury (other than injury for which workers' compensation is payable) occurring during an employee's absence whilst on paid leave, if the employee provides satisfactory medical evidence by a registered practitioner at the earliest reasonable opportunity, the employer shall:
 - Debit such periods of personal illness or injury against the employee's personal/carers leave entitlement subject to the existence of sufficient personal/carers leave credit, and
 - Recredit the applicable paid leave, equivalent to the period of personal and illness or injury. Such applicable paid leave shall be taken at a time mutually convenient to the employee and the employer.

(b) Transfer of Personal Leave between reciprocating Victorian Councils

- i. Up to 152 hours (pro rata to part time arrangements if applicable) of accumulated personal leave may be transferred between reciprocating Victorian Councils subject to:
 - An employee's service between reciprocating Victorian Councils being continuous (breaks of two (2) months' or less will be deemed not to break continuity); and
 - The employee at the time of engagement producing certified documentation from the previous Victorian Council verifying the amount of personal leave accumulated and the date upon which the last entitlement was credited.

(c) Family Emergency Leave

- i. In addition to other leave entitlements, employees are entitled to access up to three (3) days (pro rata for part time employees) family emergency leave per calendar year.
- ii. The additional three (3) days leave is not cumulative and may be taken in hourly blocks.
- iii. Family emergency leave may be used by employees to provide care to family members or significant others (at the discretion of the employer) and to attend to emergency situations (e.g. natural disasters). It may include attendance at funerals where coverage is not provided for in clause 34 (d).
- iv. The employee must notify their supervisor as soon as practicable of their absence and provide satisfactory evidence on request.
- v. The employee may choose to use this entitlement first prior to using their accrued personal/carers leave entitlement to care for family.
- vi. Additional leave may be approved at the discretion of the Chief Executive Officer.

(d) Compassionate Leave

- i. Employees other than casuals will be granted up to five (5) days of compassionate leave with pay for each occasion, following the death, or sudden or serious illness of a member of the employee's immediate family or household (including family outside of Australia).
- ii. Immediate family includes spouse, de facto partner, child, parent, grandparent, grandchild or sibling and includes the child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- iii. The employee does not need to live with their immediate family member to meet the definition.
- iv. Employees other than casuals will be granted up to three (3) days compassionate leave following the death or sudden or serious illness of a member of the employee's extended family.
- v. Compassionate leave is not cumulative.
- vi. A casual employee will be granted up to two (2) days paid leave under this clause if they can demonstrate that they have been employed on a regular and systematic basis and have a reasonable expectation that they would have been working during the period that they are seeking compassionate leave for.
- vii. The employee must notify their supervisor as soon as practicable of their absence and provide evidence relating to the compassionate leave absence on request.
- viii. Where additional time off is required, employees may access other paid leave entitlements (including personal/carers leave). Leave without pay may be granted on approval of the supervisor.
- ix. Where an employee requires time off due to the death or sudden or serious illness of a person not defined as part of the employee's immediate family or household or extended family (as defined above), they may access other paid leave entitlements (including personal/carers leave). Leave without pay may be granted on approval of the supervisor.

35. Leave Without Pay (LWOP)

- (a)** Leave without pay may be accessed by eligible employees for the purposes of a period away from work related to study, travel, a career break, external secondments, or caring for a family member. Employees who are considering making an application for leave without pay should first discuss their needs with their supervisor.
- (b)** An eligible employee is an employee who has at least one (1) year continuous service with the employer immediately prior to the anticipated commencement of the leave.
- (c)** In assessing an application for leave without pay, due consideration will be given to the effect such leave might have on operational efficiency. The employer's services should not suffer as the result of an employee being granted leave without pay. Applications will be assessed on the employer's capacity to release an employee while maintaining effective service levels.
- (d)** Employees may apply for unpaid leave of up to twelve (12) months.
- (e)** With the exception of external secondments, employees must exhaust all accrued paid leave before the period of unpaid leave is taken.

- (f) Periods of leave without pay shall not break continuity of service. No accrual of leave entitlement or paid leave (including public holidays) will apply for the period of leave without pay.
- (g) A period of leave may be varied with the consent of the employer.
- (h) The employer may grant, at its discretion, an extension beyond twelve (12) months, up to a maximum of twenty four (24) months in total.
- (i) As per clause 49 employees returning from extended leave are required to confirm their intention in writing to return at least eight (8) weeks prior to their nominated return date.

36. Purchased Leave

- (a) Employees may apply to work based on the following models of employment:

Model	Condition
48/52	Whereby an employee receives an additional four (4) weeks leave per annum and is paid for 52 weeks per year at the fractional rate of 48/52 of their annual salary.
49/52	Whereby an employee receives an additional three (3) weeks leave per annum and is paid for 52 weeks per year at the fractional rate of 49/52 of their annual salary.
50/52	Whereby an employee receives an additional two (2) weeks leave per annum and is paid for 52 weeks per year at the fractional rate of 50/52 of their annual salary.
51/52	Whereby an employee receives an additional one (1) week leave per annum and is paid for 52 weeks per year at the fractional rate of 51/52 of their annual salary.

- (b) These models of employment will only be introduced at an employee's request. Requests must be approved by the employee's supervisor and will be assessed on an annual basis. Approval will be for one (1) year only and employment will revert to standard employment conditions, unless the employee makes a further application for one (1) of these models for the following year, and provided that application is approved by the employee's supervisor.
- (c) Applications for varied models of employment other than those outlined in clause 35, will be given consideration by the employer to the operational requirements and to not incur unreasonable cost to the employer.
- (d) Purchased leave accrued during the varied model of employment period must be taken within the period of the arrangement.

37. Long Service Leave (LSL)

- (a) Employees are entitled to long service leave as per the Local Government (Long Service Leave) Regulations 2021 (The Regulations). The following entitlements are either in line with the Regulations or more beneficial.
- (b) Long service leave will accrue at thirteen (13) weeks for every ten (10) years' service in accordance with the Regulations 2021 or its successor. Employees are entitled to long service leave on a pro rata basis after seven (7) years of service.

- (c) The pro rata basis is calculated on a full time entitlement after ten (10) years. In addition, the employer will recognise long service leave for employees who leave the organisation after seven (7) years.
- (d) An employee who accesses long service leave before ten (10) years of service has completed (i.e. between 7 and 10 years) acknowledges that they are not able to make further claims on that leave when it becomes an entitlement after ten (10) years. An employee is able to take whatever long service leave has been accrued during this time. Accruals for part time and casual employees will be on a pro rata basis.
- (e) If an employee leaves the employer and does not transfer to another authority with reciprocal arrangements, the payout will be calculated on completed years of service.
- (f) Employees may apply to take a period of long service leave at half pay.
- (g) Cashing out of Long Service Leave
 - i. An employee who has an entitlement to accrued long service leave, and who has not utilised the leave may apply to cash out a minimum of ten (10) hours.
 - ii. The Local Government (Long Service Leave) Regulations 2021 or its successor shall apply to all employees and are to be applied in conjunction with the above provisions/clauses.

38. Gender Affirmation Leave

- (a) Full time, part time and eligible casual employees who are undertaking the transitioning or affirmation of their gender including non-binary or intersex people can access gender affirmation leave for the purpose of supporting the employee's transition.
- (b) Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.
- (c) For the purposes of this clause:

Eligible casual employee means a casual employee:

- i. employed by the employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve (12) months; and
- ii. who has, but for accessing Gender Affirmation Leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- iii. Continuous service is work for the employer on a regular and systematic basis (including any period of authorised leave).
- iv. Gender affirmation includes transitioning or affirmation of binary gender (male to female or female to male) as well as affirmation for non-binary or intersex people.
- v. Gender affirmation procedures may include (but are not limited to):
 - Medical (e.g. medical appointment, psychological appointments, hormonal appointments, surgery and associated appointments, laser treatment, speech therapy, other allied health needs)
 - Legal (e.g. appointments to alter the employee's legal status or amend the employee's gender on legal documentation, visiting authority to change drivers' licence, passport)
 - any other similar necessary appointment or procedure to give effect to the employee's affirmation or transition

- vi. Employee's undertaking gender affirmation will be granted up to 4 weeks (20 days) paid leave for gender affirmation procedures; and
- vii. Employee's undertaking gender affirmation may also access paid and/or unpaid personal/carers leave to support their affirmation in accordance with this Agreement
- viii. Eligible employees may access unpaid leave as outlined in clause 35 to support their gender affirmation or transition.
- ix. Gender affirmation leave may be taken as consecutive, single, or part days as agreed with the employer, subject to individual needs and operational requirements.
- x. At the supervisor's discretion, an employee may be required to provide evidence with respect to any absence. Acceptable forms of evidence include (but are not limited to) a document issued by a doctor, psychologist, psychiatrist, counsellor, support service or lawyer. A signed statutory declaration can also be offered as evidence.

39. Donor Leave

- (a) The employer will allow up to two (2) hours per session with a maximum of eight (8) hours per calendar year for the purpose of giving blood or plasma, subject to operational requirements.
- (b) Employees must have an appointment and provide their supervisor at least five (5) days' notice of attendance at the appointment.

40. Community Volunteer Leave

- (a) The employer will support employees who wish to volunteer their services to a community organisation within the municipality or a nationally recognised community organisation such as Red Cross working within Cardinia Shire.
- (b) Employees will be eligible for one (1) day paid leave per calendar year. The leave will not be cumulative but will be in addition to normal leave entitlements. Employees must provide their supervisor at least one (1) months' notice of their intention to take the leave, wherever practicable.
- (c) Additional leave may be approved at the discretion of the Chief Executive Officer.

41. Emergency Services Leave

- (a) The employer supports employees who are members of emergency services organisations including but not limited to CFA, SES and Red Cross.
- (b) The employer will continue to pay the employee their base rate of pay, where an emergency situation arises that requires the attendance of the employee. This leave will be approved provided it can be facilitated without unreasonably affecting normal business operations with approval from their supervisor.
- (c) The employer accepts that in some circumstances where an emergency situation occurs outside working hours and continues for a period in excess of four (4) hours, employees shall be entitled to have a rest period of no less than ten (10) hours without loss of pay.

42. Defence Services Leave

- (a) Upon evidence from the Armed Forces, employees who are members of the Military Reserve may apply for leave to attend training camps or to be released to actively serve during periods of national or overseas obligations.
- (b) The employer will continue to pay the employees the difference between what is received whilst on defence forces leave and their base rate of pay up to a maximum of fourteen (14) days per calendar year, unless otherwise agreed at the discretion of the Chief Executive Officer, upon presentation of satisfactory evidence.
- (c) Employees may apply for additional leave as outlined in clause 35 of this Agreement.

43. Jury Service

- (a) An employee required to attend jury service during their ordinary hours shall be entitled to reimbursement equal to the difference between the amount paid in respect of jury service and their ordinary base rate of pay in respect of their ordinary hours worked.
- (b) An employee required to attend jury service shall notify their supervisor as soon as possible of the date of jury service and provide proof of attendance and the amount paid in respect of such jury service.

44. Cultural and Ceremonial Leave

Employees are eligible to apply for leave for the observance of cultural or ceremonial occasions. Employees will have an entitlement to one (1) day of paid leave per calendar year. Should an employee require any additional days off relating to cultural and ceremonial leave, they may access other leave entitlements or leave without pay.

45. Replacement of Absences

Where practicable, the employer will endeavor to maintain staffing levels in the essential customer service areas.

Part 7—Family Friendly Provisions

46. Expecting Parent Appointments

- (a) An employee who has presented documentation from a qualified medical practitioner or professional (i.e. adoption agent) confirming they are:
 - Pregnant.
 - Commencing treatment for IVF.
 - Commencing adoption proceedings, or
 - Entering into surrogacy arrangements as a surrogate or an intended parent.

will have access to up to three (3) days paid leave to enable them to attend the routine appointments associated with the Pregnancy/IVF/Adoption/Surrogacy. This leave is in addition to normal personal/carers leave entitlements and may be taken as part days.

- (b) The employer agrees to take all reasonable steps to enable the employee to leave work and return on the same day for the purposes of attending appointments related to pregnancy/IVF/adoption/surrogacy.

- (c) Employees will make every effort to schedule appointments at times that will have the least possible impact on the employer.
- (d) On presentation of a medical certificate confirming that an employee is the partner/spouse involved in pregnancy/IVF/adoption/surrogacy, the employee will have access to one (1) day paid leave to attend the appointments associated with the pregnancy/IVF/adoption /surrogacy. This leave is in addition to personal/carers leave entitlements and may be taken as part days.

47. Nursing and Children and in the Workplace

- (a) The employer adopts the Breastfeeding Friendly Workplace Accreditation principles of:
 - i. providing a clean, safe, and private environment for nursing mothers who wish to continue breast feeding whilst at work.
 - ii. providing a reasonable paid lactation break time(s) for an employee within the workplace or nearby care (within a radius of 10km of the workplace and up to thirty (30) minutes per day).
- (b) In exceptional circumstances, the employer may grant permission for an employee's child to attend the workplace. Permission to allow a child to attend the workplace would only be granted if the employee were unable to take paid or unpaid leave of any type to care for the child due to operational requirements.
- (c) The child's presence in the employees' workplace must not disrupt the day to day operation of the business unit or organisation and must comply with safety requirements.

48. Out of Hours Care Expenses/ After Hours Dependent Care

- (a) Where an employee is required by the employer to attend Council related meetings outside of the spread of hours or their normal contracted hours, the employer will reimburse reasonable expenses for the cost of childcare or dependent care.
- (b) Reimbursement will only be provided in instances where alternative caring arrangements such as by a spouse or family member is not possible for reasons that are considered genuine.

49. Parental Leave

- (a) Parental leave is available to eligible employees who are responsible for the care of a child, and it is taken in association with the birth or placement of a child.
- (b) Parental leave is provided for in the National Employment Standards (NES). This clause supplements or deals with matters incidental to the NES provisions. Where the NES provides for a more beneficial entitlement in relation to this clause, the NES will prevail.
- (c) An employee's entitlements under this clause are in addition to any statutory entitlements the employee may have to paid parental leave under Commonwealth paid parental leave legislation.
- (d) Paid leave under this clause will not extend the total period of unpaid parental leave to which an employee is entitled under the NES including requests to extend leave arrangements. Up to a period not exceeding 104 weeks in total may be granted.

(e) Definitions

For the purposes of this clause:

- i. **Eligible Employee** means a full or part time employee employed by the employer for a period of at least twelve (12) months. The twelve (12) months must be completed prior to the date of birth or adoption/placement of the child.
- ii. **Eligible casual employee** means a casual employee:
 - employed by the employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve (12) months; and
 - who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- iii. **Continuous service** is defined in the Fair Work Act 2009 and includes work for the employer on a regular and systematic basis (including any period of authorised leave).
- iv. **Child means:**
 - in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's spouse. This includes placement of a child through surrogacy as an intended parent;
 - in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:
 - who is, or will be, under sixteen (16) as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the employee for a period of 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 spouse.
- v. **Primary carer** for the purposes of this Agreement, is defined as the person (regardless of gender) who gives birth to, or who provides twenty four (24) hour care for the child/children or is the person who is the primary carer of a child placed through adoption or surrogacy. Only one (1) person can be a child's primary carer.
- vi. **Secondary carer** means a person who has parental responsibility for the child but is not the primary carer. An eligible employee may access paid parental leave or paid secondary carer leave but is not entitled to both.

An employee who has applied for or has commenced a period of secondary carers leave may apply to convert that entitlement to primary carers leave. Such an application may only be made where the primary carer is unable to fulfil their obligations due to serious illness, death, or some other serious incapacity.
- vii. **Spouse** includes a de facto spouse, former spouse, or former de facto spouse. The employee's de facto spouse means a person who lives with the employee on a bona fide domestic basis, whether or not legally married to the employee.

(f) Application

Employees are eligible for parental leave under this clause if they:

- i. have or will have responsibility for the care of a child
- ii. have worked for the employer for at least 12 months:
 - before the date or expected date of birth if the employee is pregnant
 - before the date of the placement of a child through adoption or surrogacy as an intended parent, or
 - when the leave starts.

(g) Evidence and notice requirements

- i. Employees who make application for paid or unpaid parental leave, whether they are intending to be the primary or secondary carer, are expected to provide evidence to substantiate their application.
- ii. The employer will require reasonable evidence such as:
 - A medical certificate or a letter from a registered midwife outlining the actual or expected date of birth of a child if the leave is birth related leave, or
 - Documentation outlining the actual or expected date of placement of a child if the leave is related to the placement of a child is via adoption or surrogacy.
- iii. Where the employee is intending to be the secondary carer, that evidence should include information about the intended primary-caregiver following the birth or placement of the child.
- iv. An employee who is pregnant must not work within six (6) weeks before the expected date of birth or six (6) weeks after the actual date of birth of the child without a medical certificate declaring the employee fit to do so.
- v. In all cases, the employee may be requested to set out the leave intended to be taken by their spouse, if applicable.

(h) Taking Parental Leave

- i. The primary carer may commence parental leave up to six (6) weeks prior to the expected date of birth or placement via adoption or surrogacy. Parental leave must commence no later than the date of the birth or placement via adoption or surrogacy of the child (or children) and conclude no later than fifty two (52) weeks after the commencement of the leave.
- ii. If a birth occurs more than six (6) weeks prior to the expected date of delivery, the employee will commence leave from the actual date of birth.
- iii. The employee shall provide the employer with at least ten (10) weeks' notice of their intention to take parental leave (unless it is not possible to do so), specifying the intended start and end dates.
- iv. At least four (4) weeks before the intended start date, the employee shall confirm the intended start and end dates and advise of any changes to the intended dates (unless it is not possible to do so).
- v. The secondary carer leave may commence leave one (1) week prior to the expected date of birth of the child or within the first two (2) years of child's life or within the first two (2) years of placement via adoption or surrogacy.
- vi. Secondary carer leave can be taken in a continuous period or if preferred in a non-continuous period (minimum one (1) day per leave occurrence).

(i) Superannuation and Parental Leave

- i. Superannuation contributions will be made for the first twelve (12) months of parental leave including paid and unpaid components of the leave period subject to the employee meeting the qualification of entitlement as per clause 49 (e) of the Agreement.

(j) Paid Entitlements - Employer Funded Paid Parental Leave (Primary Carer)

- i. The granting of paid leave under this clause is subject to the completion of twelve (12) months continuous service with the employer immediately prior to the expected date of birth or placement via adoption or surrogacy.
- ii. Continuous service, for the purpose of determining eligibility to paid leave under this clause excludes all periods of leave without pay but includes all periods of paid leave. Nothing in this clause shall be construed as extending the aggregate period of parental leave as provided for under the NES.
- iii. An eligible employee may elect to receive payment at their base rate of pay as:
 - A lump sum of sixteen (16) weeks' pay; or
 - Fortnightly pay for the first sixteen (16) weeks of parental leave; or
 - Fortnightly pay at 50% for the first thirty two (32) weeks of parental leave
- iv. Payment of parental leave will be based on the average hours over the preceding twelve (12) months prior to the parental leave commencing.
- v. It is the employee's responsibility to immediately inform the employer if they cease to be the primary carer prior to the expiry of the sixteen (16) week leave period. In such circumstances, leave payments under this clause will cease from the date the primary carer role ceases.
- vi. Where the pregnancy of an employee terminates earlier than twenty (20) weeks prior to the expected date of delivery, the entitlement under this clause does not apply.
- vii. Payment of parental leave will be based on the average hours over the preceding twelve (12) months prior to commencing leave.

(k) Paid Entitlements - Employer Funded Secondary Carer Leave

- i. The granting of paid leave under this clause is subject to the completion of twelve (12) months continuous service with the employer immediately prior to the expected date of birth or placement via adoption or surrogacy.
- ii. Continuous service, for the purpose of determining eligibility to paid leave under this clause excludes all periods of leave without pay but includes all periods of paid leave. Nothing in this clause shall be construed as extending the aggregate period of parental leave as provided for under the NES.
- iii. An employee who meets the eligibility requirements and who is the secondary carer is entitled to two (2) weeks paid leave, to be taken within the first two (2) years of the child's life or within the first two (2) years of placement via adoption or surrogacy.
- iv. Secondary carer leave may be taken at half pay and payment is based on average hours over the preceding twelve (12) month period.

(l) Parental Leave and Other Entitlements

- i. An employee may access any other kind of paid leave during unpaid parental leave, except for paid personal/carers leave or compassionate leave.
- ii. Leave entitlements will accrue whilst the employee is on paid parental leave.
- iii. Accrued days off (ADO) will not accrue during any parental leave and public holidays that fall within this period will not apply or be paid.
- iv. Unpaid parental leave shall not break an employee's continuity of employment but will not count as service for leave accrual or other purposes.

(m) Personal/Carers Leave

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

(n) Extending Parental Leave

- i. The primary carer who is on a period of parental leave of less than fifty two (52) weeks, may extend the period of their parental leave on one (1) occasion up to the full fifty two (52) week entitlement.
- ii. The primary carer must notify the employer in writing at least eight (8) weeks prior to the end date of their initial parental leave period of the new end date of the parental leave period.
- iii. The employee may request an extension of unpaid parental leave for a further period of up to fifty-two (52) weeks immediately following the end of the initial fifty two (52) weeks parental leave period. The employee's request must be in writing and must be given to the employer at least eight (8) weeks prior to the end of the initial parental leave period.
- iv. The employer must give the employee a written response to the request stating whether the employer grants or refuses the request, within twenty one (21) days after the request is made. If the employer refuses the request, the written response must include details of the reasons for the refusal, including the particular business grounds relied upon, and must:
 - Set out the period of extension of unpaid parental leave that the employer could accommodate or state that an extension cannot be accommodated, and
 - Include information about the process for resolving disputes about the request.

The employer may only refuse the request if:

- They have discussed and genuinely tried to reach agreement with the employee about an extension.
- They have considered the consequences for the employee of refusing the extension, and
- There are reasonable business grounds to refuse the extension.

Reasonable business grounds includes, but is not limited to:

- The extension of the period of unpaid parental leave requested by the employee would be too costly for the employer.

- There is no capacity to change the working arrangements of other employees to accommodate the extension of the period of unpaid parental leave requested by the employee.
- It would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the extension of the period of unpaid parental leave requested by the employee.
- The extension of the period of unpaid parental leave requested by the employee would be likely to result in a significant loss in efficiency or productivity or
- The extension of the period of unpaid parental leave requested by the employee would be likely to have a significant negative impact on customer service.

(o) Requalification Period

- i. A requalification period of twelve (12) months is required to be eligible to access employer funded paid parental leave.
- ii. Employees who have taken parental leave are not required to work for another twelve (12) months before they can take another period of unpaid parental leave.
- iii. For the purposes of this clause, a maximum term employee may be entitled to parental and/or secondary carer leave, providing that their maximum term end date is at least twelve (12) months from the expected return to work date and that they have completed twelve (12) months continuous service.

(p) Special Parental Leave – Employer Funded

- i. The employer acknowledges there can be circumstances which occur that adversely impact a pregnancy, adoption or surrogacy arrangement. In such circumstances the employer is committed to providing support to employees as they come to terms with these circumstances.
- ii. Where the pregnancy terminates other than by the birth of a living child from twenty (20) weeks, the employee may take paid special parental leave of such periods as a registered medical practitioner recommends, up to a total of sixteen (16) weeks.
- iii. The employer will pay the employee for this period, up to a total of sixteen (16) weeks.
- iv. Special parental leave will be paid at the employee's base rate of pay and will be based on the average hours over the preceding twelve (12) months prior to the leave commencing.

(q) Special Parental Leave

- i. In the case of a stillbirth or an infant death (during the first twenty four (24) months of life), an eligible employee will be entitled to take up to twelve (12) months unpaid parental leave.
- ii. Where the employee chooses to return to work or reduce or cancel their planned parental leave if their pregnancy ends due to stillbirth or an infant death, they can do so by providing written confirmation of their intentions.
- iii. The employer may request evidence that would satisfy a reasonable person the employee is fit for work, such as a medical certificate.

(r) Continuing to work while pregnant

- i. The employer may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:
 - continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or
 - is on paid no safe job leave.
- ii. The employer may require the employee to start parental leave if the employee:
 - does not give the employer the requested certificate within seven (7) days of the request; or
 - gives the employer a medical certificate stating that the employee is unfit to work.

(s) Transfer to a safe job

- i. 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. If the employer deems it practicable, the employee will 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.
- ii. If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take no safe job paid leave, or the employer may require the employee to take no safe job paid leave immediately for a period which ends at the earliest of either:
 - when the employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
 - when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.
- iii. The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

(t) Keeping in touch days

- i. During a period of parental leave, the employer and employee may agree on work to be performed for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
- ii. Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

50. Family Violence Leave

(a) General Principle

- i. The employer recognises that employees sometimes experience or are directly affected by family violence that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees who experience family violence.
- ii. Leave for family violence purposes is available to employees who are experiencing, or supporting an immediate family member or member of the household who is experiencing, family violence. This is to allow them to be absent from the workplace to attend

counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence. The employer will consider applications that are outside the bounds of immediate family or household, where there are exceptional circumstances.

(b) Definition of family violence

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

(c) General measures

- i. Proof of family violence may be required, and acceptable forms of proof include (but are not limited to), a document issued by the police service, a court, a doctor, psychologist, psychiatrist, counsellor, district nurse, maternal and child health nurse, family violence support service or lawyer. A signed statutory declaration can also be offered as proof.
- ii. All personal information concerning family violence will be kept confidential in line with the employer's Privacy Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- iii. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- iv. The employer will identify contact officers within the organisation who will undertake training in referral (to both internal and external support) of family violence and privacy issues sensitively. The employer will advertise the names of trained contact officers within the organisation.
- v. An employee experiencing family violence may raise the issue with a union delegate, a contact officer or a mental health first aid officer, all of whom have been trained in dealing with family violence disclosure. The contact person may seek advice from People and Culture on the employee's behalf if requested.
- vi. Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and will refer the matter to the most appropriate form of support.
- vii. The employer 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) Leave

- i. An employee experiencing family violence will have access to twenty (20) days per instance of paid special leave for activities related to family violence, including (but not limited to), medical appointments, legal proceedings and other purposes reasonably associated with the employee's circumstances. This leave will be in addition to existing leave entitlements and may be taken as consecutive, single or part days. This leave can be taken without prior approval, in circumstances where seeking prior approval is not possible. Leave in accordance with this clause may be approved by the employee's supervisor, or the Manager, People and Culture.
- ii. Any request for paid special leave by an employee experiencing family violence in addition to that referred to in clause 50 (d) i will be considered at the discretion of the Chief Executive Officer.
- iii. An employee who supports an immediate family member or member of the household experiencing family violence may take twenty (20) days paid special leave per instance to accompany them to court, hospital, to mind children or provide support for other related

pressing matters. The employer will consider applications that are outside the bounds of immediate family or household, where there are exceptional circumstances.

- iv. The definition of employee for the purpose of this clause is permanent, temporary, and casual employees.

(e) Individual Support

- i. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
 - changes to their span of hours or work pattern;
 - job redesign or changes to duties;
 - relocation to suitable employment within the organisation;
 - a change to their telephone number or email address to avoid harassing contact;
 - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- ii. An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- iii. An employee that discloses to a contact officer or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

51. Return from Extended Leave

- (a) The employer shall provide a return to work plan for all employees returning to work from extended leave in excess of twelve (12) months and where possible, from periods of serious injury or illness. Upon the employee's return to work, the relevant supervisor shall discuss with the affected employee the requirement for appropriate training and/or orientation to ensure that they are brought up to date with any changes to work systems and procedures that may have occurred during their period of absence.
- (b) An employee on extended leave will be provided (where requested) with any information relevant to their employment.
- (c) Employees are required to confirm their intention in writing to return after a period of extended leave (such as parental leave or leave without pay) no less than eight (8) weeks prior to their nominated return date to their substantive position.

52. Public Holidays

- (a) Public holidays are provided for in the NES.
- (b) Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual hours worked.
- (c) Where an employee is required to work on the observed public holiday they will be paid at the rate of double time and a half for the actual hours worked. 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.
- (d) The employer and employee may agree to substitute a public holiday as provided for by the NES with an alternative day.

- (e) When a public holiday occurs on a day on which an employee is rostered off while employed on a seven (7) day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The employer may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the employer and the employee.
- (f) All employees except those who are in receipt of a casual loading 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, Friday before the AFL Grand Final, Christmas Day and Boxing Day, and:
- (g) One (1) other day to be specified according to state or locality on some other basis:
 - i. For employees employed in the metropolitan area: Melbourne Cup Day.
 - ii. For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.
- (h) Where in Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.
- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (j) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (k) 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.
- (l) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

OTHER PROVISIONS

53. Human Rights and Equal Opportunity

- (a) The parties are committed to implementing the principles of equal opportunity throughout Cardinia Shire Council. The objective is to provide a safe, satisfying workplace that respects Human Rights and is free from harassment, bullying and unlawful discrimination, in which all employees are afforded and given respect and are treated fairly and with dignity in all aspects of employment (recruitment, training, promotion etc).
- (b) To this end, the parties will work together through the SRCC to review and develop where needed sound policies and practices. This will include:
 - i. As a minimum compliance with the Equal Opportunity Act 2010, (or its successor(s)), the Victorian Charter of Human Rights and Responsibilities Act 2006 and any other relevant Acts;
 - ii. A system of consultation regarding policies and appropriate training to support the adoption or changes to the relevant policies;
 - iii. Consistency with equity of access to training and career paths; and
 - iv. Achievement and maintenance of a workplace, free from discrimination, harassment, and bullying.

54. Employees Aged Over Sixty Five (65) Years

The parties recognise that under federal legislation employees can continue to work beyond age sixty five (65) years. It is agreed that all employees beyond age sixty five (65) shall continue to receive the same long service leave entitlements and employer contributions to superannuation as employees under the age of sixty five (65).

55. Occupational Health and Safety

- (a)** The employer is committed to maintaining a safe and healthy operation for all employees and visitors. This will be achieved through:
 - i. Taking all practicable steps to provide and maintain a safe work environment that is without risks to health.
 - ii. Compliance with the Occupational Health and Safety Act 2004 and relevant regulations as amended from time to time.
 - iii. Integration of the principles of occupational health and safety into training programs to maximise employees' contributions to the identification, assessment, and control of hazards.
 - iv. A commitment to effective rehabilitation of injured workers.
 - v. Implementing strategies aimed at minimising the risk of stress in the workplace.
 - vi. A commitment to the maintenance of the National Audit Tool.
- (b)** The employer recognises the valuable role Health and Safety Representatives (HSR) play within the organisation. A weekly allowance will be paid to employees who perform the role of HSR and will not be incorporated into the employee's base rate of pay.
- (c)** This allowance will be paid as outlined in Appendix 1 of this Agreement.
- (d)** Up to five (5) days paid training will be allowed for new representatives to attend the relevant Health and Safety Representative Training.
- (e)** Where an employee has a workplace health & safety concern(s) they are encouraged to discuss their concern(s) with a HSR, the OH&S Committee or raise an incident report for investigation through the OH&S reporting system as soon as possible. The employer encourages all hazards, incidents and near misses to be reported.

56. Union Related

Union membership can be accessed by contacting the union relevant to your professional area or representative direct. Membership is voluntary and a matter of personal choice.

- (a)** Union delegate rights
 - i. The employer shall recognise all appointed/elected workplace union delegates upon notification by the union party to this Agreement.
 - ii. The workplace union delegate shall be permitted sufficient time during working hours to interview employees and a representative of the employer on matters affecting employees they are eligible to represent. The time allocation should be discussed and agreed with the applicable supervisor.

- (b) The workplace union delegate shall be permitted access to office related facilities such as telephone, photocopier and email facilities.
- (c) Union notice boards

The employer will provide a separate notice board for the use of the workplace union delegates at each major site.
- (d) Trade union training leave
 - i. Workplace union delegates will be entitled to up to fifteen (15) days over the life of this Agreement (noncumulative) without loss of pay, to attend trade union training courses and appropriate time off to attend courses provided, organised or authorised by the union(s) on the following conditions:
 - The scope, content and level of the courses are directed to the enhancement of the operation of settlement of industrial disputes/dispute resolutions procedures;
 - The taking of leave is arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements;
 - Employees will be paid at their base rate of pay for the duration of the training.

57. Payroll Deductions

An employee who wishes to have deductions made from their pay, must advise payroll in writing by using the appropriate forms. The details of the deductions must include:

- (a) The name of the organisation/entity in accordance with procurement policy (i.e. Union membership with coverage of the Local Government Sector, Social Club, or other organisations/entities) to whom the deduction is to be made,
- (b) The amount of the deduction and
- (c) The frequency of the deduction.

The employer will continue to make deductions unless directed in writing by the employee to cease such deductions.

APPENDIX 1 - SCHEDULE OF RATES AND ALLOWANCES

SCHEDULE OF RATES AND ALLOWANCES – First instalment – July 2024							
		Level A	Level B	Level C	Level D	Level E	Level F
Band 1	Hourly	\$29.39	\$29.71	\$30.02	\$30.47	\$30.78	\$31.21
	Weekly	\$1,116.92	\$1,128.80	\$1,140.69	\$1,157.86	\$1,169.69	\$1,186.03
	Annual	\$58,079.88	\$58,697.81	\$59,315.95	\$60,208.46	\$60,823.79	\$61,673.78
Band 2	Hourly	\$30.85	\$31.27	\$31.66	\$32.35	\$33.09	\$33.65
	Weekly	\$1,172.45	\$1,188.33	\$1,202.92	\$1,229.46	\$1,257.36	\$1,278.56
	Annual	\$60,967.60	\$61,792.92	\$62,551.85	\$63,931.73	\$65,382.61	\$66,485.11
Band 3	Hourly	\$32.28	\$32.69	\$33.09	\$33.66	\$34.31	\$35.01
	Weekly	\$1,226.78	\$1,242.06	\$1,257.36	\$1,279.03	\$1,303.85	\$1,330.39
	Annual	\$63,792.34	\$64,586.97	\$65,382.61	\$66,509.38	\$67,800.41	\$69,180.09
Band 4	Hourly	\$34.60	\$35.36	\$36.14	\$37.04	\$38.00	\$38.93
	Weekly	\$1,314.95	\$1,343.53	\$1,373.48	\$1,407.43	\$1,443.94	\$1,479.32
	Annual	\$68,377.43	\$69,863.81	\$71,421.01	\$73,186.25	\$75,084.93	\$76,924.74
Band 5	Hourly	\$37.97	\$38.93	\$40.90	\$42.79	\$44.95	\$46.97
	Weekly	\$1,443.05	\$1,479.32	\$1,554.24	\$1,626.05	\$1,708.05	\$1,784.78
	Annual	\$75,038.45	\$76,924.74	\$80,820.24	\$84,554.40	\$88,818.43	\$92,808.54
Band 6	Hourly	\$45.96	\$46.97	\$48.99	\$50.47	\$52.43	\$54.45
	Weekly	\$1,746.42	\$1,784.78	\$1,861.79	\$1,918.05	\$1,992.51	\$2,069.25
	Annual	\$90,813.59	\$92,808.54	\$96,812.91	\$99,738.51	\$103,610.66	\$107,600.77
Band 7	Hourly	\$52.43	\$54.45	\$56.48	\$58.70	\$60.93	\$63.29
	Weekly	\$1,992.51	\$2,069.25	\$2,146.24	\$2,230.74	\$2,315.22	\$2,404.98
	Annual	\$103,610.66	\$107,600.77	\$111,604.31	\$115,998.70	\$120,391.23	\$125,058.72
Band 8	Hourly	\$60.93	\$63.29	\$65.78	\$67.75	\$69.79	\$71.88
	Weekly	\$2,315.21	\$2,404.98	\$2,499.71	\$2,574.68	\$2,651.92	\$2,731.49
	Annual	\$120,391.02	\$125,058.72	\$129,985.05	\$133,883.24	\$137,899.99	\$142,037.40

SCHEDULE OF RATES AND ALLOWANCES – Second instalment – July 2025

		Level A	Level B	Level C	Level D	Level E	Level F
Band 1	Hourly	\$30.45	\$30.76	\$31.07	\$31.52	\$31.83	\$32.26
	Weekly	\$1,156.92	\$1,168.80	\$1,180.69	\$1,197.86	\$1,209.69	\$1,226.03
	Annual	\$60,159.88	\$60,777.81	\$61,395.95	\$62,288.46	\$62,903.79	\$63,753.78
Band 2	Hourly	\$31.91	\$32.32	\$32.71	\$33.41	\$34.14	\$34.70
	Weekly	\$1,212.45	\$1,228.33	\$1,242.92	\$1,269.46	\$1,297.36	\$1,318.56
	Annual	\$63,047.60	\$63,872.92	\$64,631.85	\$66,011.73	\$67,462.61	\$68,565.11
Band 3	Hourly	\$33.34	\$33.74	\$34.14	\$34.71	\$35.36	\$36.06
	Weekly	\$1,266.78	\$1,282.06	\$1,297.36	\$1,319.03	\$1,343.85	\$1,370.39
	Annual	\$65,872.34	\$66,666.97	\$67,462.61	\$68,589.38	\$69,880.41	\$71,260.09
Band 4	Hourly	\$35.66	\$36.42	\$37.23	\$38.15	\$39.14	\$40.10
	Weekly	\$1,354.95	\$1,383.84	\$1,414.69	\$1,449.65	\$1,487.26	\$1,523.70
	Annual	\$70,457.43	\$71,959.73	\$73,563.65	\$75,381.84	\$77,337.48	\$79,232.49
Band 5	Hourly	\$39.11	\$40.10	\$42.13	\$44.07	\$46.30	\$48.38
	Weekly	\$1,486.34	\$1,523.70	\$1,600.86	\$1,674.83	\$1,759.29	\$1,838.32
	Annual	\$77,289.61	\$79,232.49	\$83,244.85	\$87,091.03	\$91,482.99	\$95,592.80
Band 6	Hourly	\$47.34	\$48.38	\$50.46	\$51.99	\$54.01	\$56.09
	Weekly	\$1,798.81	\$1,838.32	\$1,917.64	\$1,975.59	\$2,052.29	\$2,131.32
	Annual	\$93,538.00	\$95,592.80	\$99,717.30	\$102,730.66	\$106,718.98	\$110,828.79
Band 7	Hourly	\$54.01	\$56.09	\$58.17	\$60.46	\$62.75	\$65.19
	Weekly	\$2,052.29	\$2,131.32	\$2,210.62	\$2,297.67	\$2,384.67	\$2,477.12
	Annual	\$106,718.98	\$110,828.79	\$114,952.44	\$119,478.66	\$124,002.97	\$128,810.48
Band 8	Hourly	\$62.75	\$65.19	\$67.76	\$69.79	\$71.88	\$74.04
	Weekly	\$2,384.67	\$2,477.12	\$2,574.70	\$2,651.92	\$2,731.48	\$2,813.43
	Annual	\$124,002.75	\$128,810.48	\$133,884.60	\$137,899.73	\$142,036.99	\$146,298.52

SCHEDULE OF RATES AND ALLOWANCES – Third instalment – July 2026

		Level A	Level B	Level C	Level D	Level E	Level F
Band 1	Hourly	\$31.50	\$31.81	\$32.12	\$32.58	\$32.89	\$33.32
	Weekly	\$1,196.92	\$1,208.80	\$1,220.69	\$1,237.86	\$1,249.69	\$1,266.03
	Annual	\$62,239.88	\$62,857.81	\$63,475.95	\$64,368.46	\$64,983.79	\$65,833.78
Band 2	Hourly	\$32.96	\$33.38	\$33.76	\$34.46	\$35.19	\$35.75
	Weekly	\$1,252.45	\$1,268.33	\$1,282.92	\$1,309.46	\$1,337.36	\$1,358.56
	Annual	\$65,127.60	\$65,952.92	\$66,711.85	\$68,091.73	\$69,542.61	\$70,645.11
Band 3	Hourly	\$34.39	\$34.79	\$35.19	\$35.76	\$36.42	\$37.14
	Weekly	\$1,306.78	\$1,322.06	\$1,337.36	\$1,359.03	\$1,383.85	\$1,411.41
	Annual	\$67,952.34	\$68,746.97	\$69,542.61	\$70,669.38	\$71,960.41	\$73,393.16
Band 4	Hourly	\$36.71	\$37.51	\$38.35	\$39.29	\$40.31	\$41.30
	Weekly	\$1,395.03	\$1,425.36	\$1,457.13	\$1,493.14	\$1,531.88	\$1,569.41
	Annual	\$72,541.62	\$74,118.52	\$75,770.55	\$77,643.29	\$79,657.61	\$81,609.46
Band 5	Hourly	\$40.29	\$41.30	\$43.39	\$45.40	\$47.69	\$49.83
	Weekly	\$1,530.93	\$1,569.41	\$1,648.89	\$1,725.07	\$1,812.07	\$1,893.47
	Annual	\$79,608.30	\$81,609.46	\$85,742.19	\$89,703.76	\$94,227.48	\$98,460.58
Band 6	Hourly	\$48.76	\$49.83	\$51.98	\$53.55	\$55.63	\$57.77
	Weekly	\$1,852.77	\$1,893.47	\$1,975.17	\$2,034.86	\$2,113.86	\$2,195.26
	Annual	\$96,344.14	\$98,460.58	\$102,708.81	\$105,812.58	\$109,920.55	\$114,153.66
Band 7	Hourly	\$55.63	\$57.77	\$59.92	\$62.28	\$64.64	\$67.14
	Weekly	\$2,113.86	\$2,195.26	\$2,276.94	\$2,366.60	\$2,456.21	\$2,551.44
	Annual	\$109,920.55	\$114,153.66	\$118,401.01	\$123,063.02	\$127,723.05	\$132,674.79
Band 8	Hourly	\$64.64	\$67.14	\$69.79	\$71.88	\$74.04	\$76.26
	Weekly	\$2,456.21	\$2,551.44	\$2,651.95	\$2,731.48	\$2,813.43	\$2,897.84
	Annual	\$127,722.84	\$132,674.79	\$137,901.14	\$142,036.72	\$146,298.10	\$150,687.47

ALLOWANCES

Allowances effective – July 2024			
Allowances	Weekly	Fortnightly	Hourly
Industry	\$37.52	\$75.05	\$0.99
Plant Maintenance	\$40.65	\$81.31	\$1.07
First Aid	\$18.33	\$36.66	\$0.48
Fire Warden	\$11.30	\$22.60	\$0.30
Health and Safety Representative (HSR)	\$11.30	\$22.60	\$0.30
Travel 2 (Per km)	\$1.20		
On Call	\$152.94		
Deceased Animal	\$18.19	\$36.38	\$0.48
Qualification - Certificate (Nurse)	\$47.00	\$94.00	\$1.24
Qualification - Post Graduate (Nurse)	\$76.38	\$152.75	\$2.01
Qualification - Masters or Doctorate (Nurse)	\$88.13	\$176.25	\$2.32
Uniform (Nurse)	\$7.73	\$15.46	\$0.20
Meal Allowance	\$19.85	\$39.70	\$0.52
Additional Meal Allowance	\$12.38	\$24.76	\$0.33

APPENDIX 2 – MATERNAL AND CHILD HEALTH SERVICE SPECIFIC CONDITIONS OF EMPLOYMENT

58. Definitions

(a) In this Agreement, unless the contrary intention appears:

Term	Definition
AHPRA	Australian Health Practitioner Regulation Agency
Experience	<p>Full time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed) and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a Registered Nurse (Division 1) by the NMBA. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:</p> <ul style="list-style-type: none"> • an employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve (12) months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and • where an employee has not been regularly employed as a registered nurse or midwife, or has not actively nursed for a period of five (5) years or more, such employee's prior service and experience shall not be taken into account
Maternal and Child Health Nurse	An employee who is both a Registered Nurse (Division 1) and Midwife on the Register of Practitioners of AHPRA, who is engaged in Maternal and Child Health work (however described) within a local government council/shire, and has attained the following additional qualification: An accredited post graduate degree/diploma, or equivalent, in Maternal and Child Health Nursing.
Maternal and Child Health Coordinator	A Maternal and Child Health Nurse as defined in clause 58(a), who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire.
Maternal and Child Health Team Leader	A Maternal and Child Health Nurse , as defined in clause 58 (a) who is appointed as a Maternal and Child Health Team Leader (however described) to manage the day to day operations of the MCH Service and undertake responsibilities allocated by the Maternal and Child Health Nurse Coordinator.
Midwife	Registered Midwife or Midwife means a person registered as a Midwife on the Register of Midwives of the Nursing and Midwifery Board of Australia established under the Health Practitioners Regulation National Law Act 2009.
Home Visiting Liaison Midwife	Registered Midwife as defined in clause 58(a) responsible for liaison with external Health Care Providers and booking initial Universal home visits.
Enhanced Maternal and	A Maternal and Child Health Nurse , as defined in clause 58(a) who works as an MCH nurse in the Enhanced Maternal and Child Health Program.

Child Health Nurse	
Maternal and Child Health Nurse Clinical Lead Educator	A Maternal and Child Health Nurse Clinical Lead Educator means a maternal and child health nurse , as defined in clause 58(a) who provides clinical support and education to students of the post graduate diploma in child and family health, new Maternal and Child Health Nurse graduates and other Maternal and Child Health Nurses.
NMBA	Nursing and Midwifery Board of Australia
Uniform	Such apparel as may be required by the employer

(b) This Appendix does not apply to employees working within the MCH Service who are not registered nurses or Midwives such as Family Support Parenting Practitioners, Administration Officer, Early Childhood Workers. These employees are covered by the body of this Agreement.

59. Resourcing the Service (Workload)

- (a)** To address workloads the work estimation model will be applied. This reference measures session times and monthly statistics which are to be tabled at MCH team meetings.
- (b)** A six (6) month review process is to be established at the time the Agreement comes into operation. Any disputes that cannot be resolved within the team will be resolved as per clause 20 within this Agreement.
- (c)** The employer acknowledges the importance of the administration support role to the service and will maintain a minimum of 0.80 FTE. Future administration requirements will be determined subject to funding and budget.
- (d)** Casual/relief employment
- i. A casual employee is an employee engaged and paid as such but does not include a part time or full time employee.
 - ii. Casual employees will be paid an additional loading of 25% of the base rate of pay, for the classification in which they are employed as compensation instead of annual leave, personal/carer's leave and public holidays.
 - iii. A casual employee will be engaged for a minimum of two (2) hours on any shift.
 - iv. A casual employee will be paid shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
 - v. The employer will endeavour to cover 100% of MCH leave absences having regard to customer service requirements and occupational health and safety of employees.
 - vi. A casual employee who has been engaged by the employer on a regular and systematic basis, for more than six (6) months, shall thereafter have the right to elect to have their contract of employment converted to full time or part time employment in accordance with clause 21 (e) of this Agreement.
 - vii. The employee will not be considered rostered on a regular and systematic basis where their shifts are replacing an employee absence (including but not limited to parental

leave, long service leave, workers compensation and personal/carers leave) or a flexible work arrangement.

- viii. Where such a conversion occurs, the employee will be provided with a contract of employment setting out the revised employment arrangements.
- ix. The conversion will take effect from the start of the next pay period following such agreement being reached unless otherwise agreed. Any casual loading payable will cease at the time of appointment to full time or part time employment.

60. Salary and Classifications

(a) Maternal and Child and Health Nurses

A MCH Nurse will be paid in accordance with salary rates as outlined in Appendix 2 (a) of this Agreement.

(b) Maternal and Child Health Coordinator

- i. The MCH Coordinators' base rate of pay will be a minimum of 10% above the rate of MCH Nurse Level four (4).
- ii. The employer acknowledges that the MCH Coordinator position is 1.00 FTE. The employer will appoint a registered MCH Nurse to the MCH Coordinator position. Backfill to the equivalent of 1.00 FTE will also be provided during planned or unplanned absences of the Coordinator/s wherever practicable.

(c) Maternal and Child Health Team Leader

- i. A qualified MCH Nurse that is appointed as Team Leader shall be paid an additional weekly amount of 7.5% of their base rate of pay above the MCH level four (4).
- ii. Eligibility to progress to the next level is based on the salary increment progression criteria as outlined in clause 24 (d) of this Agreement.

(d) Midwife

A Midwife will be paid in accordance with salary rates as outlined in Appendix 2 (a) of this Agreement.

(e) Home Visiting Liaison Midwife

A Home Visting Liaison Midwife will be paid 10% above the Midwife rates as outlined in Appendix 2 (a) of this Agreement.

(f) Enhanced Maternal and Child Health Service

- i. A MCH Nurse who is appointed as an Enhanced MCH Nurse, shall be paid an additional weekly amount of up to 5% of their base rate of pay whilst employed as the Enhanced MCH Nurse.
- ii. An Enhanced MCH Nurse appointment will be determined by the MCHN Coordinator.

(g) MCH Nurse Clinical Lead Educator

A Clinical Lead Educator will be paid at 5% above the rate of MCH Nurse Level four (4)

61. Allowances

(a) Clothing and Equipment Allowance

- i. Employees required by the employer, to wear uniforms, will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms remain the property of the employer and will be laundered and maintained free of cost to the employee.
- ii. Instead of the provision of uniforms, the employer may pay a uniform allowance at the rate of \$1.45 per shift or part thereof on duty or \$7.28 per week, whichever is the lesser amount.
- iii. Where the employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- iv. The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carers leave beyond twenty one (21) days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four (4) weeks immediately preceding the taking of leave.

(b) Higher Qualifications Allowance

- i. The employer will pay a weekly qualifications allowance as a percentage of the standard rate as stated below:
 - Hospital Certificate or Graduate Certificate - 4% of standard rate
 - Post- graduate Diploma or Degree - 6.5% of standard rate
 - Masters or Doctorate - 7.5% of standard rate
- ii. The standard rate (for allowance purposes only) is outlined in the Nurses – ANMF (Victorian Local Government) Award 2015
- iii. Allowances will be paid on a pro rata basis for part time employees.

62. Ordinary Hours of Work and Overtime

(a) The ordinary hours of work and spread of hours are set out under clause 30 of this Agreement.

(b) All overtime worked in excess of the daily or weekly ordinary hours between Monday and Friday, shall be paid in accordance with clause 32 of this Agreement. These conditions shall also apply to part time employees who are required to work in excess of eight (8) ordinary hours on each day.

(c) Special rates for Saturday hours

All ordinary hours of work performed for the first two (2) hours on a Saturday shall be paid at time and a half and then double time thereafter. The minimum pay for work on a Saturday is four (4) hours.

(d) Time in lieu (TIL)

- i. With the approval of the supervisor, employees may accrue overtime as TIL, which will be time for time during the spread of hours, and appropriate overtime rates outside the spread of hours.
- ii. Employees may accrue up to a maximum of five (5) days TIL before being instructed to develop a leave management plan in order to reduce the balance to five (5) days or less.
- iii. Arrangements for taking TIL will be by mutual agreement between the employees and their supervisor. By agreement between the employee and the employer, if the employee is unable to use the accrued TIL on account of operational purposes such as workloads or customer service requirements, the employee may request that the accrued time be paid out at the equivalent overtime rate that it was accrued in with approval of the Manager Community and Family Services.

(e) Evening sessions

All hours worked outside the spread of hours will be paid at overtime rates in accordance with Clause 32 of the Agreement.

(f) Non client-contact time

The employer acknowledges the administration and reporting requirements of a MCH Nurse associated with conducting client appointments. MCH Nurses will be allocated two (2) hours per day of non-client contact time. This time is in addition to any lunch break or tea breaks (i.e. two fifteen (15) minute paid breaks) taken.

63. Annual Leave

(a) Annual closedown

In addition to the annual leave prescribed by clause 33, where a Maternal and Child Health Care Centre is not open on the days during the period between Christmas Day and New Year's Day, an employee is entitled to be absent from the centre on such days without deduction of pay.

64. Vehicle Provisions

- (a)** The employer will pay the employees excess insurance costs arising from insurance claims for damage to private vehicles that are used for the purpose of the employer's business. If the vehicle is required to be off the road for repairs as a result of damage occurring during working hours and for the purpose of the employer's business, the employer will endeavour to supply a replacement vehicle for commuter use whilst the employee's car is being repaired. If the employee needs to use their own vehicles for business purposes, they shall be paid a travel allowance as outlined in Appendix 1 of this Agreement.
- (b)** A designated council pool vehicle will be provided to the MCH service for the purpose of home visiting to allow equipment to be stored in the boot for use from Monday to Friday and garaged at a suitable location.
- (c)** Designated car parking will be available at each centre.
- (d)** The employer will provide a designated pool vehicle for use by the Enhanced MCH service and it will be garaged at a suitable location.

65. Occupational Health and Safety

- (a) The employer acknowledges that where possible, a nurse will not work alone. All nurses when performing home visits will have access to a mobile phone.
- (b) The employer shall supply and fit a fire extinguisher to vehicles provided to MCH Nurses. The employer shall also ensure that the extinguishers are checked and maintained in accordance with fire safety standards legislation.
- (c) Clax carts or suitable trolleys will be made available for the movement and relocation of equipment to enable MCH Nurses to use appropriate manual handling techniques and equipment when moving equipment from one (1) location to another.
- (d) On days of Extreme or Catastrophic Fire Danger or predicted severe weather events, all MCH team members will be guided by their Team Leader or MCH Coordinator as to any changes in work location or activities. The decisions of the Team Leaders and MCH Coordinator will be informed by the Cardinia Operations During the Declared Fire Danger Period and Severe Weather Events Policy.
- (e) MCH Nurses will be reimbursed for cleaning of council pool vehicles on a monthly basis as required.
- (f) MCH Nurses will continue to elect an MCH Nurse for active participation on the OHS Committee.
- (g) The employer commits to a Health and Safety Officer conducting safety audits for all MCH Centres every six (6) months during the life of the Agreement. Issues identified will undergo a risk assessment and be prioritised for implementation after discussion with the MCH Nurses and the MCH Coordinator.

66. Professional Development Conferences, Seminars and Meetings

- (a) To ensure MCH Nurses comply with the Australian Health Practitioner Regulation Agency (AHPRA) requirements for continuous professional development (CPD), up to twenty four (24) hours per calendar year will be allocated and paid within the employee's regular hours of work.
- (b) Ability to attend professional development opportunities, is subject to the following:
 - i. Requests to attend as subject to approval prior to registration or attendance;
 - ii. Relevance of professional development to practice;
 - iii. Hours are inclusive of attendance at DHHS professional development opportunities.
- (c) Where a MCH Nurse requires more CPD than is provided in this clause, for example, due to dual registration, the MCH Nurse and the MCH Coordinator will discuss arrangements to ensure that the CPD is completed up to a maximum of forty (40) hours CPD per calendar year.
- (d) A MCH Nurse undertaking professional development in accordance with this clause during ordinary working time shall be paid at their base rate of pay for the period of attendance.

- (e) A MCH Nurse undertaking professional development in accordance with this clause outside of ordinary working hours shall be entitled to accrue the equivalent time as time in lieu to a maximum of five (5) days.
- (f) Where part time employees are required to attend professional development, meetings and/or training on a non-rostered day, a substitute workday may be negotiated by mutual agreement to accommodate the attendance.
- (g) The employer will reimburse the cost of the Australian Health Practitioner Regulation Agency (AHPRA) Registration(s).

67. Maintenance of Certificates

- (a) The employer is committed to assisting with costs associated with the maintenance of lactation certificates and Immunisation certificates provided a benefit exists for service provision in the workplace.
- (b) The employer will fund three (3) consultants through the Education Support Policy and the consultants will also be provided time off for exams.

68. Clinical Mentoring and Debriefing

From the date of appointment, the employer will offer graduate or inexperienced MCH Nurses with up to four (4) hours per week (by agreement) clinical mentoring by a senior MCH Nurse for a maximum period of three (3) months or longer by agreement. The MCH Nurse who provides and acts as a clinical mentor to students or another MCH Nurse being mentored will have their workload level adjusted to provide an additional one (1) hour administration time during periods of mentoring to enable the MCH Nurse not be disadvantaged in terms of additional workloads.

APPENDIX A – SCHEDULE OF RATES (MATERNAL AND CHILD HEALTH SERVICE)

SCHEDULE OF RATES AND ALLOWANCES First instalment – 1 July 2024					
		Level 1	Level 2	Level 3	Level 4
Midwife	Hourly	\$41.21	\$42.40	\$43.93	\$45.47
	Weekly	\$1,565.99	\$1,611.10	\$1,669.43	\$1,727.75
	Annual	\$81,431.55	\$83,777.01	\$86,810.19	\$89,842.96
Midwife Home Liaison Officer	Hourly	\$45.33	\$46.64	\$48.33	\$50.01
	Weekly	\$1,722.59	\$1,772.21	\$1,836.37	\$1,900.52
	Annual	\$89,574.71	\$92,154.71	\$95,491.21	\$98,827.25
MCHN	Hourly	\$54.74	\$56.83	\$58.98	\$60.31
	Weekly	\$2,080.29	\$2,159.35	\$2,241.16	\$2,291.65
	Annual	\$108,175.13	\$112,286.40	\$116,540.13	\$119,165.64
MCHN Team Leader	Hourly				\$64.83
	Weekly				\$2,463.52
	Annual				\$128,103.07
MCHN Coordinat or	Hourly	\$66.34			
	Weekly	\$2,520.81			
	Annual	\$131,082.21			

SCHEDULE OF RATES AND ALLOWANCES Second instalment – 1 July 2025					
		Level 1	Level 2	Level 3	Level 4
Midwife	Hourly	\$42.45	\$43.67	\$45.25	\$46.83
	Weekly	\$1,612.97	\$1,659.43	\$1,719.51	\$1,779.58
	Annual	\$83,874.50	\$86,290.32	\$89,414.49	\$92,538.25
Midwife Home Liaison Officer	Hourly	\$46.69	\$48.04	\$49.78	\$51.51
	Weekly	\$1,774.27	\$1,825.37	\$1,891.46	\$1,957.54
	Annual	\$92,261.95	\$94,919.35	\$98,355.94	\$101,792.07
MCHN	Hourly	\$56.39	\$58.53	\$60.75	\$62.12
	Weekly	\$2,142.70	\$2,224.13	\$2,308.39	\$2,360.40
	Annual	\$111,420.39	\$115,654.99	\$120,036.34	\$122,740.61
MCHN Team Leader	Hourly				\$66.77
	Weekly				\$2,537.43
	Annual				\$131,946.16
MCHN Coordinator	Hourly	\$68.33			
	Weekly	\$2,596.44			
	Annual	\$135,014.67			

SCHEDULE OF RATES AND ALLOWANCES Third instalment – 1 July 2026					
		Level 1	Level 2	Level 3	Level 4
Midwife	Hourly	\$43.72	\$44.98	\$46.61	\$48.24
	Weekly	\$1,661.36	\$1,709.21	\$1,771.09	\$1,832.97
	Annual	\$86,390.73	\$88,879.03	\$92,096.93	\$95,314.39
Midwife Home Liaison Officer	Hourly	\$48.09	\$49.48	\$51.27	\$53.06
	Weekly	\$1,827.50	\$1,880.13	\$1,948.20	\$2,016.27
	Annual	\$95,029.81	\$97,766.93	\$101,306.62	\$104,845.83
MCHN	Hourly	\$58.08	\$60.29	\$62.57	\$63.98
	Weekly	\$2,206.98	\$2,290.86	\$2,377.64	\$2,431.21
	Annual	\$114,763.00	\$119,124.64	\$123,637.43	\$126,422.83
MCHN Team Leader	Hourly				\$68.78
	Weekly				\$2,613.55
	Annual				\$135,904.54
MCHN Coordinator	Hourly	\$70.38			
	Weekly	\$2,674.33			
	Annual	\$139,065.11			

APPENDIX 3 – RECREATION AND CULTURAL FACILITIES - SPECIFIC CONDITIONS OF EMPLOYMENT

This appendix should be read in conjunction with clause 30 (b).

69. Spread of Hours and Hours of Work

(a) Spread of hours

- i. The ordinary spread of hours for those employed under these specific conditions of employment is 6.00am to 11.00pm.
- ii. Hours worked outside of the spread of hours shall be paid at the rate of time and a half for each hour worked.

(b) Ordinary Hours

- i. Ordinary hours of work shall be worked according to a roster up to seventy six (76) hours worked over a fortnightly (two week) cycle.
- ii. The ordinary hours of work of an employee will be the hours specified by the roster.
- iii. Hours worked in excess of ten (10) hours per day shall be paid at the rate of time and a half for each hour worked.
- iv. No employee will work more than three (3) consecutive ten (10) hour shifts.
- v. Ordinary hours of work shall be worked continuously except for meal breaks and tea breaks.
- vi. Where a part time employee is offered and accepts additional hours, the hours worked within the spread of hours, up to a maximum of ten (10) hours per day, shall be paid at the base rate of pay.

(c) Public holidays

- i. Public holidays will be paid in accordance with the arrangements applicable to all employees covered by this Agreement.
- ii. Full time employees rostered to work on a public holiday will be paid ordinary hours and accrue TIL at time for time.

(d) Casual employees

- i. Employees may be employed on a casual basis, for the purpose of meeting particular seasonal or short-term needs.
- ii. Casual hours will be determined by the operational requirements in any week.
- iii. Casual employees shall receive a minimum of two (2) hours work.
- iv. Casuals may be rostered to work split shifts.

(e) Roster Arrangements

- i. Rosters are to be provided to an employee with a minimum of two (2) weeks in advance.
- ii. The roster shall specify the start and finish times of the shift.
- iii. Employees may be required to work a split shift.
- iv. The minimum length of a shift shall be two (2) hours.
- v. An employee shall be entitled to a ten (10) hour break upon completion of their daily rostered hours, unless by agreement between the employee and employer; and
- vi. By agreement, employees may work consecutive days, up to a maximum of seven (7) days, provided that Occupational Health and Safety issues are taken into account.

(f) Change of roster arrangements

- i. For those employees (excluding casual employees) engaged to work at weather dependent facilities e.g. outdoor aquatic and tennis centres, the employer may vary an employee's hours on the roster by:
 - Giving twenty four (24) hours' notice of the variation before the start time of the altered shift;
 - An employee who does not receive twenty four (24) hours' notice of such change, will be paid at the rate of time and a half for all time worked on the altered shift until the expiry of twenty four (24) hours from the time such notice was given.
- ii. For those employees (excluding those covered under 69 (f) i and casual employees), the employer may vary an employee hours on the roster by:
 - Giving the employee forty eight (48) hours' notice of the variation before the start time of the altered shift;
 - An employee who does not receive forty eight (48) notice of such change, shall be paid at the rate of time and a half for all time worked on the altered shift until the expiry of forty eight (48) hours' notice from the time such notice was given.
- iii. In all circumstances, where possible the employer will endeavour to provide alternative work for affected employees.
- iv. Casual employee hours are not guaranteed and therefore rosters can be varied at any time.

70. Use of Facilities (Recreation Facilities Employees Only)

Use of facilities will be granted to employees prior to the beginning of a rostered shift, or directly following the conclusion of a rostered shift, without charge and provided such use does not disadvantage or interrupt the operation of the employer's business.

71. Training

- (a)** The employer will pay for refresher training for essential qualifications (as listed in the position description), for permanent employees.

- (b) On a case by case basis, the employer may pay for refresher training for casual employees only where it is determined exceptional circumstances apply.

Schedule A—Classification Definitions

[Based on the 2001 definitions, but with “standardised” provisions for bands 3, 4 and 5 - removing the blue collar/white collar headings but retaining the common wording]

This classification structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

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.

EMPLOYEES - BANDS 1 TO 8

1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and extent of authority

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

1.2 Judgement and decision making

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

1.3 Specialist knowledge and skills

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

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

- Food and Beverage Attendant.
- Kitchen Assistant.

1.4 Inter-personal skills

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

1.5 Qualifications and experience

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

- 1.5.1** Basic construction and maintenance work.
- 1.5.2** Introduction to basic horticulture.
- 1.5.3** Communication skills including radio procedures.
- 1.5.4** Recreation Centre maintenance.
- 1.5.5** Basic concreting and bitumen work.

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

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and extent of authority

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

2.2 Judgement and decision making

- 2.2.1** In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.
- 2.2.2** Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

2.3 Specialist knowledge and skills

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

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

2.4 Inter-personal skills

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

2.5 Qualifications and experience

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

- 2.5.1 Licence or certification in explosives handling.
- 2.5.2 Advanced construction and maintenance.
- 2.5.3 Basic VDU operation.
- 2.5.4 Advanced horticultural course.
- 2.5.5 Communication skills including radio operation.
- 2.5.6 Inventory control.

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

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and extent of authority

- 3.1.1 Employees perform work under general supervision.
- 3.1.2 Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- 3.1.3 Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 3.1.4 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.
- 3.1.5 These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- 3.1.6 The work is performed within specific guidelines and under general supervision.
- 3.1.7 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.
- 3.1.8 Outcomes of work are readily observable.
- 3.1.9 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 These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- 3.2.2 The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes in a defined range of recurring work situations.
- 3.2.3 The nature of the work is clearly defined with procedures well understood and clearly documented.
- 3.2.4 Guidance and advice is always available.

3.3 Specialist knowledge and skills

- 3.3.1 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.
- 3.3.2 Indicative but not exclusive of the skills required of an employee in this Band include:
 - Understanding and application of quality control techniques.

- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM.
- 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.

3.3.3 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 degree of skill.

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

3.4.2 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.

3.4.3 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.

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

3.5 Inter-personal skills

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

3.6 Qualifications and experience

3.6.1 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 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:

3.6.2 (a) Trade Certificate or equivalent.

3.6.2 (b) Completion of TAFE accredited/industry based training courses.

Or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

4. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and extent of authority

- 4.1.1 They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.2 Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.3 Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.8 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 In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.2 For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.3 Guidance and counsel are always available within the time available to make a choice.

4.3 Specialist knowledge and skills

- 4.3.1 Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.2 Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 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 Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- 4.4.2 All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.3 Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- 4.4.4 Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.
- 4.4.5 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.
- 4.4.6 All positions necessitate skills in managing time and planning and organising one’s own work.

4.5 Inter-personal skills

- 4.5.1 Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well-defined activities and in the supervision of employees where applicable.
- 4.5.2 Employees in this Band require skills in written communication to enable the preparation of routine correspondence and may also be expected to write reports in their field of expertise.

4.6 Qualifications and experience

- 4.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- 4.6.2 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.
- 4.6.3 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.

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

- 5.1.1 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 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.
- 5.1.3 In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to 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.
- 5.1.4 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.
- 5.1.5 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.
- 5.1.6 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.

5.2 Judgement and decision making

- 5.2.1 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 The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
- 5.2.3 Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.4 Guidance and advice would usually be available within the time required to make a choice.

5.3 Specialist knowledge and skills

- 5.3.1 Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2 Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.

- 5.3.3 All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.4 Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- 5.3.5 Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.

5.4 Management skills

- 5.4.1 These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 5.4.2 Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.5 Interpersonal skills

- 5.5.1 Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees.
- 5.5.2 Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

5.6 Qualifications and experience

- 5.6.1(a) The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of secondary education, or TAFE certificate or associate diploma alone.
- 5.6.1(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

- 6.1.1 Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- 6.1.2 In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
- 6.1.3 In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant, but it is usually subject to appeal or review by more senior employees.

- 6.1.4 Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5 Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 6.1.6 In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.

6.2 Judgement and decision making

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

6.3 Specialist knowledge and skills

- 6.3.1 Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 6.3.2 All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.
- 6.3.3 Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

6.4 Management skills

- 6.4.1 These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 6.4.2 Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.

6.5 Inter-personal skills

- 6.5.1 These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.
- 6.5.2 All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

6.6 Qualifications and experience

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

6.6.2 Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

7. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and extent of authority

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

7.1.2 In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. or on the public perception of the wider organisation.

7.1.3 In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made, or advice given may have a substantial impact on individual clients or classes of clients.

7.1.4 In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.

7.1.5 All positions in this Band would have an input into policy development within their area of expertise and/or management.

7.1.6 In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

7.2 Judgement and decision making

7.2.1 These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.

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

7.3 Specialist knowledge and skills

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

7.3.2 Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.

7.3.3 An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.

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

7.4 Management skills

7.4.1 These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.

7.4.2 In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

7.5 Inter-personal skills

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

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

7.6 Qualifications and experience

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

7.6.2 Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

8. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and extent of authority

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

8.1.2 In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.

8.1.3 In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.

- 8.1.4 In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

8.2 Judgement and decision making

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

8.3 Specialist knowledge and skills

- 8.3.1 These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
- 8.3.2 An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.
- 8.3.3 A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

8.4 Management skills

- 8.4.1 Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.
- 8.4.2 Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

8.5 Inter-personal skills

Positions require the ability to persuade, convince or negotiate with clients, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other employees.

8.6 Qualifications and experience

- 8.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.
- 8.6.2 Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.
- 8.6.3 Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

PART B - SENIOR EXECUTIVE OFFICER

9. SENIOR EXECUTIVE OFFICER

Senior Executive Officers are as defined in Clause 4 of this agreement.

Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

B.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate

B.3 Eligibility criteria

B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
90	90

[B.4.2 varied by [PR581528](#) ppc 01Jul16]

B.4.2 Provided that the minimum amount payable must be not less than \$82 per week.

B.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6 Lodgement of SWS wage assessment agreement

B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

B.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this agreement on a pro rata basis.

B.9 Workplace adjustment

The employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.10 Trial period

B.10.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- B.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$82 per week.
- B.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.5.

Schedule C—School-based Apprentices

- C.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2** A school-based apprenticeship may be undertaken in the trades covered by this agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- C.3** The relevant minimum wages for full time junior and adult apprentices provided for in this agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4** For the purposes of clause C.3, where an apprentice is a full time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full time apprentice.
- C.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- C.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression if provided for in this agreement.
- C.9** The apprentice wage scales are based on a standard full time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression (if provided for in this agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10** If an apprentice converts from school-based to full time, the successful completion of competencies (if provided for in this agreement) and all time spent as a full time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11** School-based apprentices are entitled pro rata to all of the other conditions in this agreement.

Schedule D—National Training Wage

This schedule is only applicable if the employer decides to directly engage trainees. Clause 14.6(b)(ii) currently provides that “the employer will engage Trainees via a Group Training organisation and will not be a direct employer”.

D.1 Title

This is the *National Training Wage Schedule*.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;
New South Wales: *Apprenticeship and Traineeship Act 2001*;
Northern Territory: *Northern Territory Employment and Training Act 1991*;
Queensland: *Vocational Education, Training and Employment Act 2000*;
South Australia: *Training and Skills Development Act 2008*;
Tasmania: *Vocational Education and Training Act 1994*;
Victoria: *Education and Training Reform Act 2006*; or
Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between the employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

D.3 Coverage

D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause D.7 to this schedule or by clause D.5.4 of this schedule.

D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause D.7 to this schedule.

D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an agreement as at 25 June 1997.

D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this agreement dealing with traineeships, the other terms and conditions of this agreement prevail.

D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

D.4.1 a full time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

[D.5 substituted by [PR579952](#) ppc 01Jul16]

D.5.1 Minimum wages for full time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week	Year 11 per week	Year 12 per week
	\$	\$	\$
School leaver	302.20	332.80	396.50

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

D.5.2 Minimum wages for part-time traineeships

(a) **Wage Level A**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) **Wage Level B**

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 3 years out of school	14.60	17.13	19.54
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix D1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by the employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer’s leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this agreement apply.

- D.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee’s wages and determining the trainee’s employment conditions. Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause D.5.2(f)(ii) and not by this clause.
- D.6.4** Subject to clause D.3.5 of this schedule, all other terms and conditions of this agreement apply to a trainee unless specifically varied by this schedule.

D.7 Allocation of Traineeships to Wage Levels

The wage levels applying to training packages and their AQF certificate levels are:

D.7.1 Wage Level A

D.7.2 Wage Level B

Training package	AQF certificate level
Animal Care and Management	I
	II
	III
Asset Maintenance	I
	II
	III
Australian Meat Industry	I
	II
	III
Automotive Industry Manufacturing	II
	III
Automotive Industry Retail, Service and Repair	I
	II
	III
Beauty	II
Caravan Industry	II
	III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I
	II
	III
Extractive Industries	II
	III
Fitness Industry	III
Floristry	II
Food Processing Industry	I
	II

Training package	AQF certificate level
Forest and Forest Products Industry	I
	II
	III
Furnishing	I
	II
	III
Gas Industry	I
	II
Health	II
	III
Local Government (Operational Works)	I
	II
Manufactured Mineral Products	I
	II
Metal and Engineering (Production)	II
	III
Outdoor Recreation Industry	I
	II
	III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II
	III
Property Services	I
	II
	III
Public Safety	I
	II
Pulp and Paper Manufacturing Industries	I
	II
Retail Services	I
	II
Screen and Media	I
	II
	III
Sport Industry	II
	III
Sugar Milling	I
	II
	III
Textiles, Clothing and Footwear	I
	II
Transport and Logistics	I
	II

Training package	AQF certificate level
Visual Arts, Craft and Design	I
	II
	III
Water Industry	I
	II

D.7.3 Wage Level C

Training package	AQF certificate level
Agri-Food Amenity Horticulture	I
	I
	II
Conservation and Land Management	III
	I
	II
Funeral Services	III
	I
	II
Music	III
	I
	II
Racing Industry	III
	I
	II
Rural Production	III
	I
	II
Seafood Industry	III
	I
	II
	III

SIGNATORIES

Executed as an Agreement this _____ day of _____ 2024

Signed for and on behalf of
CARDINIA SHIRE COUNCIL

Carol Jeffs – Chief Executive Officer

Date: / /

In the presence of

Witness Signature

Witness Name

Signed for and on behalf of
AUSTRALIAN SERVICES UNION

Phillipa Balk – Organiser
116 Queensberry Street, Carlton South

Date / /

Signed for and on behalf of
AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

Lisa Fitzpatrick – State Secretary
535 Elizabeth Street, Melbourne

Date / /

Signed for and on behalf of
ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS & MANAGERS, AUSTRALIA
148-152 Miller Street, West Melbourne

TBC

Date / /