



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Wellington Shire Council T/A Wellington Shire Council**  
(AG2020/1269)

## **WELLINGTON SHIRE COUNCIL ENTERPRISE AGREEMENT NO.10 2019**

Local government administration

DEPUTY PRESIDENT YOUNG

MELBOURNE, 8 JULY 2020

*Application for approval of the Wellington Shire Council Enterprise Agreement No.10 2019.*

[1] Wellington Shire Council (the Employer) has made an application for approval of an enterprise agreement known as the *Wellington Shire Council Enterprise Agreement No.10 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

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

[4] The Australian Municipal, Administrative, Clerical and Services Union and the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declarations provided by the organisations, I note that the Agreement covers the organisations.

[5] The Agreement was approved on 8 July 2020 and, in accordance with s 54, will operate from 15 July 2020. The nominal expiry date of the Agreement is 8 November 2022.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/1269

Applicant: Wellington Shire Council

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, David Morcom, Chief Executive Officer for Wellington Shire Council give the following undertakings with respect to the [Wellington Shire Council Enterprise Agreement No.10 2019] ("the Agreement"):

1. I have the authority given to me by Wellington Shire Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. That clauses 34.5 and 15.3.1(e) of Part B are to be read in conjunction with each other.
3. That under the Agreement, the only employees to be engaged under the special engagement provisions are Front of House Attendants and Technical Assistants who work at the Wedge Performing Arts Centre.
4. That Hall Keepers are not and will not be employed whilst the Agreement is in force.
5. That employees engaged in community services, and employees other than physical/community services employees engaged in recreation centres, pursuant to clause 33.12 or 33.13 of Part B of the Agreement, will be entitled to penalty rates for all work performed on a Saturday and/or a Sunday in accordance with the Victorian Local Government Award 2015 clauses 19 - Ordinary hours of work and rostering; and clause 21 - Penalty rates.
6. That part-time and casual Visitor Information Centre employees working ordinary hours on a Saturday or a Sunday will be paid in accordance with the Victorian Local Government Award 2015 clauses 19 - Ordinary hours of work and rostering; and clause 21 - Penalty rates.
7. That all Visitor Information Centre employees working on a Saturday or a Sunday will be entitled to overtime in accordance with clause 34.2 of Part B of the Agreement (Overtime: employees other than physical/community services employees). For clarity this includes, but is not limited to, hours worked in excess of the employee's ordinary weekly hours as specified in clause 33.12 of Part B; or hours worked outside the span of hours; or hours worked in excess of the maximum ordinary hours on any day provided by clause 33.12 of Part B.
8. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature, David Morcom – Chief Executive Officer

2 July 2020

Date



# WELLINGTON

## SHIRE COUNCIL

*The Heart of Gippsland*

### WELLINGTON SHIRE COUNCIL

# **ENTERPRISE AGREEMENT**

## **No. 10. 2019**

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

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# **PART A – WELLINGTON SHIRE COUNCIL ENTERPRISE AGREEMENT**

## **SECTION 1 GENERAL**

### **1.1 TITLE**

This Agreement shall be known as the Wellington Shire Council Enterprise Agreement No.10 2019.

### **1.2 DEFINITIONS**

#### **Agreement:**

Reference to "Agreement" in this document shall mean the Wellington Shire Council Enterprise Agreement No. 10. 2019.

#### **Award(s):**

Shall mean the amended Awards as per Parts B and C of this Agreement.

#### **Best Practice:**

A standard of services which delivers measurably high levels of quality, efficiency and effectiveness and results in leading edge work practice.

#### **Business Unit:**

A unit of Council's operation, which has a defined purpose, identified outputs/outcomes and may be engaged in a specialised activity.

#### **Employee Consultative Committee:**

The Employee Consultative Committee shall include persons representing Management and Staff and will provide a forum for communication between Management and Staff and monitor the progress of our Agreement.

#### **Council:**

Means the Wellington Shire Council and includes the Chief Executive Officer for matters prescribed as functions and responsibilities of the Chief Executive Officer by the provisions of the *Local Government Act 1989*.

#### **Fair Work Commission (FWC)**

Fair Work Commission is the national workplace relations tribunal.

#### **Redundancy:**

Means a situation where an office or position with Council is abolished or significantly altered.

#### **Staff:**

Employees of the Wellington Shire Council. Employment status is as defined in the relevant Award schedule.

#### **Work Group:**

Groupings of staff who work at the same site or are engaged in similar activities.

#### **Shift Worker:**

A shift worker for the purposes of s. 87(1) (b) of the Fair Work Act is an employee who works a roster and who, over the roster cycle, may be rostered to work:

- ordinary shifts on any of the seven days of the week; and
- who is regularly rostered to work on Sundays and public holidays.

## **Employees engaged in community services:**

Means employees who are engaged by the Council to encourage, promote or conduct education, children, youth, recreation, leisure, visitor services, arts and culture and/or who is primarily concerned with the social and living standards in the community.

## **PARTIES BOUND**

This Agreement shall be binding on the following parties:

### **Unions:**

Australian Municipal Administrative Clerical & Services Union (ASU)  
The Association of Professional Engineers, Scientists and Managers Australia (APESMA) and  
Australian Nursing and Midwifery Federation (ANMF)

### **The Wellington Shire Council (the Council)**

### **All Staff of the Wellington Shire Council:**

Except for the Chief Executive Officer and Senior Officers (as defined under the *Local Government Act 1989*).

## **1.3 RELATIONSHIP TO AWARD SCHEDULES**

1.3.1. This agreement replaces the Wellington Shire Council Enterprise Agreement No. 9 (2016).

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

1.4.3 In relation to employees who would have been covered by the Victorian Local Authorities Award 2001 as if it had continued to apply after its termination on 20 July 2015, the provisions of Part A shall be read in conjunction with the provisions of Part B. To avoid doubt, this includes employees that were employed on or after 20 July 2015. Where there is any inconsistency between Part A and Part B, the provisions of Part A shall prevail.

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

## **1.4 NO EXTRA CLAIMS**

The parties undertake that for the life of this Agreement there shall be no further wage increases or other claims sought or granted, except for those granted under the terms of this Agreement.

The parties also agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.

## **1.5 EMPLOYEE CONSULTATIVE COMMITTEE**

1.6.1 The Employee Consultative Committee provides a forum to discuss issues affecting staff.



1.6.2 Membership of the Employee Consultative Committee should consist of Staff and Management.

- The Employee Consultative Committee will meet as often as is reasonable or necessary to carry out its functions which include: To be an important forum for effective communication between Management and all Staff;
- To monitor progress of Council's Enterprise Bargaining Agreement.

## 1.6 DURATION OF AGREEMENT

This Agreement shall operate 7 days after approval from FWC and shall have a nominal expiry date of 8 November 2022.

The parties agree to commence negotiation of a new agreement no less than 3 months prior to the nominal expiry date.

## SECTION 2 – SALARY & ALLOWANCES

### 2.1 BASE WAGE RATES AND ALLOWANCES

The parties agree to the following variation to base wage rates annually on the Monday of the first full fortnightly pay period

November 2019 - 2% or \$25 per week whichever is greater as per Table A.

November 2020 - 2% or \$25 per week whichever is greater as per Table B.

November 2021 - 2% or \$25 per week whichever is greater as per Table C.

Payments to part time staff will be made on a pro rata basis.

Senior Officers as described in the Local Government Act 1989, who may also be Senior Executive Officers, are excluded from salary increases contained in this clause, subject to no overall disadvantage compared to the Award and this Agreement.

**TABLE A**

**Base Weekly Wage Rates as at 4 November 2019**

<b>Band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	\$ 1,019.80	\$ 1,029.10	\$ 1,038.30	\$ 1,047.84
<b>2</b>	\$ 1,061.67	\$ 1,074.39	\$ 1,088.23	\$ -
<b>3</b>	\$ 1,101.84	\$ 1,127.13	\$ 1,153.06	\$ 1,171.98
<b>4</b>	\$ 1,181.82	\$ 1,202.61	\$ 1,229.63	\$ 1,249.91
<b>5</b>	\$ 1,282.72	\$ 1,344.05	\$ 1,411.01	\$ 1,474.41
<b>6</b>	\$ 1,547.04	\$ 1,615.27	\$ 1,683.93	\$ -
<b>7</b>	\$ 1,733.99	\$ 1,801.33	\$ 1,870.58	\$ 1,940.17
<b>8</b>	\$ 2,016.50	\$ 2,092.73	\$ 2,173.81	\$ 2,259.53

**Immunisation Nurse - \$ 1,730.96**

**Senior Officer (SO) & Senior Executive Officer (SEO)** – Will be paid a minimum of \$2,260.53 (\$1 more than 8D)

**TABLE B****Base Weekly Wage Rates as at 2 November 2020**

<b>Band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	\$ 1,044.80	\$ 1,054.10	\$ 1,063.30	\$ 1,072.84
<b>2</b>	\$ 1,086.67	\$ 1,099.39	\$ 1,113.23	\$ -
<b>3</b>	\$ 1,126.84	\$ 1,152.13	\$ 1,178.06	\$ 1,196.98
<b>4</b>	\$ 1,206.82	\$ 1,227.61	\$ 1,254.63	\$ 1,274.91
<b>5</b>	\$ 1,308.38	\$ 1,370.94	\$ 1,439.23	\$ 1,503.89
<b>6</b>	\$ 1,577.99	\$ 1,647.57	\$ 1,717.61	\$ -
<b>7</b>	\$ 1,768.67	\$ 1,837.36	\$ 1,907.99	\$ 1,978.97
<b>8</b>	\$ 2,056.83	\$ 2,134.59	\$ 2,217.28	\$ 2,304.72

**Immunisation Nurse - \$1765.57**

**Senior Officer (SO) & Senior Executive Officer (SEO)** – Will be paid a minimum of \$2,305.72 (\$1 more than 8D)

**TABLE C****Base Weekly Wage Rates as at 1 November 2021**

<b>Band</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	\$ 1,069.80	\$ 1,079.10	\$ 1,088.30	\$ 1,097.84
<b>2</b>	\$ 1,111.67	\$ 1,124.39	\$ 1,138.23	\$ -
<b>3</b>	\$ 1,151.84	\$ 1,177.13	\$ 1,203.06	\$ 1,221.98
<b>4</b>	\$ 1,231.82	\$ 1,252.61	\$ 1,279.72	\$ 1,300.41
<b>5</b>	\$ 1,334.54	\$ 1,398.35	\$ 1,468.01	\$ 1,533.97
<b>6</b>	\$ 1,609.54	\$ 1,680.52	\$ 1,751.96	\$ -
<b>7</b>	\$ 1,804.04	\$ 1,874.11	\$ 1,946.15	\$ 2,018.55
<b>8</b>	\$ 2,097.97	\$ 2,177.28	\$ 2,261.63	\$ 2,350.81

**Immunisation Nurse - \$1800.89**

**Senior Officer (SO) & Senior Executive Officer (SEO)** – Will be paid a minimum of \$2,351.81 (\$1 more than 8D)

Allowances contained in Parts B and C of this Agreement will be adjusted annually by the percentage of the pay increase provided for in this Agreement (2%) on the first pay period in November 2019, 2020 and 2021.

The following table reflects a summary of allowances currently being paid and the annual adjustments and should be read in conjunction with Part B of this Agreement.

<b>Allowances</b>		5/11/2018	4/11/2019	2/11/2020	1/11/2021
	Refer Part B Section	1.8% increase	2% increase	2% increase	2% increase
Dead Animal Large	23.1.10	\$7.34	\$7.48	\$7.63	\$7.78
Dead Animal Medium	23.1.10	\$4.67	\$4.76	\$4.85	\$4.95
Dead Animal Small	23.1.10	\$1.94	\$1.97	\$2.01	\$2.05
Quantity of fish	23.1.10	\$9.56	\$9.75	\$9.94	\$10.14
On call (daily)	34.7.1	\$18.59	\$18.96	\$19.34	\$19.72
Industry	23.1.7	\$27.22	\$27.76	\$28.31	\$28.88
Maintenance	23.1.7	\$30.93	\$31.54	\$32.17	\$32.82
Indoor 1st meal	23.1.3	\$18.68	\$19.05	\$19.43	\$19.82
Indoor 2nd meal	23.1.3	\$11.65	\$11.88	\$12.12	\$12.36
Outdoor 1st meal	23.1.18	\$18.68	\$19.05	\$19.43	\$19.82
Outdoor 2nd Meal	23.1.18	\$11.65	\$11.88	\$12.12	\$12.36
Library per day (mobile)	23.1.2	\$6.53	\$6.66	\$6.79	\$6.92
Availability Allowance	34.7.2	\$35.73	\$36.44	\$37.17	\$37.91
First Aid	23.1.17	\$9.77	\$9.96	\$10.16	\$10.36
Hazardous waste	23.1.12	\$9.07	\$9.25	\$9.43	\$9.62

## 2.2 SALARY SACRIFICE

The Council will offer salary sacrifice arrangements to staff to enable them to take full advantage of available options, provided that these arrangements are cost neutral to Council. Any packaging arrangements must be within appropriate legal and administrative guidelines and will be amended to reflect any changes that impact on these arrangements. Staff should seek their own independent financial advice before accessing any salary sacrifice arrangements.

The parties agree to review salary sacrifice arrangements in line with any legislative or regulatory changes that may affect these arrangements.

Staff are advised to seek independent financial advice when considering salary sacrificing options.

## 2.3 SUPERANNUATION

- 2.3.1 In accordance with legislation, Council will offer Staff choice of superannuation fund for payment of employer and employee contributions.
- 2.3.2 Council shall be a participating employer of the Vision Super (Defined Benefit Scheme) and/or the Local Authorities Superannuation (Supersaver) Scheme (default fund).
- 2.3.3 Application to join an alternative complying superannuation fund shall be made in writing and agreed by the employer in writing providing there is no additional cost to Council.
- 2.3.4 If no preference is expressed contributions will be paid into the default fund.
- 2.3.5 Upon commencement of employment, Council shall provide each staff member with membership forms for the default fund and a superannuation choice form.
- 2.3.6 Council shall contribute to the nominated complying fund or the default fund on behalf of each staff member in accordance with the funds' requirements and relevant legislation.

## 2.4 ACCIDENT MAKE UP PAY

Make up pay is the difference between the weekly benefits paid under the *Accident Compensation Act 1985* and the pre-injury average weekly earnings. Council will pay up to 39 weeks of makeup pay to an employee who has an accepted Worker's Compensation claim for a work related injury or illness.

## 2.5 TELEPHONE MONITORING ALLOWANCE – Local Laws

The Parties agree that a Telephone Monitoring Allowance will be paid to staff who monitor the Council's Central After Hours Telephone. The staff member undertaking monitoring duties will be responsible for providing a comprehensive general information and emergency service. The monitor will be responsible for co-ordinating Council staff and contractors involved.

2.5.1 This allowance will be increased in accordance with wage quantum increases contained in this Agreement. Refer to Section 2.1.

2.5.2 Weekly rates may apply on a pro-rata basis.

2.5.3 Payments may be annualised and will be made in accordance with the table below:

Phone monitoring allowance	5/11/2018	4/11/2019	2/11/2020	1/11/2021
	1.8% increase	2% increase	2% increase	2% increase
123 hours service provided after hours. All telephone calls dealt with.	\$ 345.06	\$ 351.96	\$ 359.00	\$ 366.18
131 hours service provided after hours including one public holiday. All telephone calls dealt with.	\$ 431.35	\$ 439.97	\$ 448.77	\$ 457.75
Full service provided including all public holidays during period. All telephone calls dealt with.	\$ 517.60	\$ 527.95	\$ 538.51	\$ 549.28

2.5.4 If an employee is re-called to duty as a part of the after-hours on-call service, and the active duty occurs between 1am and 8am, the employee is entitled to request a stand down period prior to resuming their ordinary hours of work to manage fatigue. The stand-down period will be of a length of time mutually agreed by the Manager/Supervisor and the employee, after which time the employee shall return to work and resume their ordinary hours, with no reduction to ordinary pay.

## 2.6 CAMPING ALLOWANCE

A Staff Member who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, will be paid an allowance of \$33.37 per day as a camping allowance, in addition to his/her prescribed wages.

## SECTION 3 – WORK AND FAMILY BALANCE, WORKPLACE FLEXIBILITY

In order to achieve its strategic objectives, Council aims to attract, retain and develop staff of the highest quality, and to provide a working environment that will enable staff to maximise their contribution to the achievement of Council's vision and goals whilst realising their own needs for personal development and work satisfaction.

Council recognises the broader aspects of the lives of staff beyond their immediate work roles and promoting family friendly and flexible working provisions will assist Council to achieve its objectives. Council is committed to providing a flexible and supportive working environment and flexible work arrangements which enable and encourage staff to balance their work, family and personal responsibilities and commitments. A range of flexible work arrangements exist as detailed below:

### 3.1 FLEXIBILITY

3.1.1 Council and staff covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (i) the agreement deals with 1 or more of the following matters:
  - arrangement about when and where work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loading; and
- (ii) the arrangement meets the genuine needs of the Council and staff member in relating to 1 or more of the matters mentioned in paragraph (i); and
- (iii) the arrangement is genuinely agreed to by the Council and the staff member.

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

- (i) are about permitted matters under section 65 of the *Fair Work Act 2009*; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) request must be made by the employee, and assessed by the employer, in accordance with the provisions of section 65 of the *Fair Work Act*; and
- (iv) result in the staff member being better off overall than the staff member would be if no arrangement was made.

3.1.3 Council must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Council and staff member; and
- (iii) is signed by the Council and staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member and;
- (iv) includes details of:
  - the terms of the enterprise agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the staff member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) states the date on which the arrangement commences.

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

3.1.5 The Council or the staff member may terminate the individual flexibility arrangement:

- (i) By giving no more than 28 days written notice to the other party to the arrangement; or

- (ii) If the Council and staff member agree in writing – at any time.

3.1.6 Employees also have the right to request flexible working arrangements under the National Employment Standards (section 65 of the Fair Work Act 2009) in a range of circumstances that are set out under section 65.

### **3.2 TIME IN LIEU**

If an employee requests to work additional hours and mutual agreement is reached with the relevant Manager/Supervisor all additional hours will be accrued at time for time between the normal spread of hours from 6am to 6pm Monday to Friday for outdoor staff and between 7am and 7pm Monday to Friday for indoor staff.

Where overtime has been approved, and by mutual agreement is to be taken as time in lieu of overtime, the time in lieu will be accrued at the same penalty rate that would have applied if the overtime had been paid i.e. either time and a half or double time, as specified in clause 34 of Part B.

A maximum of 38 hours accrual can be approved by the Supervisor. Accruals beyond 38 hours must be by agreement between the staff member and relevant Manager and must be approved by the relevant General Manager.

The aim will be for balances to be utilised and reduced to zero by the end of each financial year. If no agreement is reached on Time-In-Lieu, Award overtime provisions apply.

### **3.3 LEAVE WITHOUT PAY**

3.3.1 Council may grant leave without pay in certain circumstances for a period not exceeding 12 months. Applications shall be in writing. Each individual case will be taken on its own merit and will not set precedent. One month's notice is required.

3.3.2 Except where special circumstances apply, leave shall be granted only when all available leave with pay entitlements such as annual leave and long service leave have been fully utilised.

3.3.3 In accordance with Parts B and C of this Agreement, Annual Leave, Sick Leave and Other Leave entitlements shall not accrue during a period of leave without pay.

### **3.4 JURY SERVICE**

An employee required to attend for jury service during his/her normal spread of hours will be granted leave on full pay.

Clause 40.2 and 40.3 of Part B of this Agreement still apply.

### **3.5 CHILD CARE**

Reimbursement of child care expenses:

3.5.1 Shall be provided for staff incurring bona fide child care expenses paid to;

- (i) A recognised child care provider; or

- (ii) A person who does not:
  - Have a familial or like relationship with the staff member; or

Reside either permanently or temporarily with the staff member Have a relationship with the staff member or his or her partner such that it would be appropriate for Council to reimburse monies for the care provided;

3.5.2 Shall be calculated at up to \$18.00 per hour per child, subject to approval by the relevant Manager, when the child care is necessary in order to allow the staff member to attend;

- (i) Council meetings and Council business related to Council meetings;
- (ii) Pre-approved, mandatory Council functions;
- (iii) Meetings arising as a result of an Officer being appointed by the organization to an external body.

Special needs cases will be considered on an individual basis.

### **3.6 BREASTFEEDING**

Council will be sufficiently flexible to permit working mothers to choose breast feeding as a convenient option, following the birth of a child. The needs of staff will be investigated in relation to implementing the following strategies:

- The promotion of a positive attitude towards breast feeding in the workplace;
- Flexible paid breaks to allow nursing mothers to express milk and or breast feed if the child is in nearby care as negotiated between the employee and her supervisor;
- Clean, private, lockable area which is safe from hazardous waste and chemicals, with comfortable seating and power points;
- Facilities for washing hands and storage of equipment;
- Council to provide a separate portable refrigerator for the storage of milk if required.

### **3.7 PARENTAL LEAVE**

In addition to prevailing Award conditions the following shall apply:

3.7.1 The first thirteen weeks of parental leave for the primary care giver is paid leave. Alternatively, the first 26 weeks of parental leave may be paid at half-pay.

3.7.2 Parental leave for the secondary carer is a total of twenty days which may be taken during the first eighteen months of the child's life and will be granted as paid leave. Alternatively, parental leave for the secondary carer may be taken at half pay for forty days during the first eighteen months of the child's life following approval from the relevant manager/ supervisor.

### **3.8 LEAVE USES**

An employee can apply for any accrued annual leave, personal leave, RDO, TIL or Long Service Leave which they can use for their own personal requirements and to attend appointments related to IVF, surrogacy, adoption, mental illness. Leave can also be used to provide foster care, grandchild care, elder care or to attend cultural, ceremonial or religious events.

An employee may apply for leave and it is up to each employer and employee to agree on when and for how long annual leave may be taken. However, the employer must not unreasonably refuse an employee's request to take paid annual leave.

Where an employee has exhausted all paid leave entitlements, they may elect to apply for unpaid leave.

3.8.1 Full time and part time employees who have exhausted all their leave accruals and are experiencing hardship or serious illness can make an application to be granted additional paid leave. Each application will be considered on its merits and not set precedent for any future requests.

Applications for additional paid leave can be made to the Manager People and Capability and will be approved or denied by the CEO. This leave will be classified as special leave and will not attract penalties or allowances normally paid to the employee or accrue additional leave entitlements for this time.

### **3.9 JOB SHARE**

Staff shall be entitled to return to work on a part-time or job share basis subject to management agreement that the change to part time work can be accommodated without placing unreasonable demands on resources or compromising the achievement of Council objectives. Recommendations from the Manager of the relevant Business Unit may be approved at the discretion of the relevant General Manager and/or Chief Executive Officer. Management agrees to make every reasonable effort to accommodate the request for part time work.

### **3.10 STAFF AGED OVER 65**

Council employs staff based on merit and ability to perform duties as per job requirements regardless of age. Staff over the age of 65 will continue to receive terms and conditions of employment including long service leave if applicable. Employer contributions to superannuation will apply as per the terms and conditions of the Superannuation Fund.

In accordance with Council's flexible working arrangements, staff may choose to apply for reduced working hours, job share, 48/52 arrangements tailored for their specific needs as they transition into retirement.

### **3.11 ROSTERED DAY OFF (Indoor staff)**

Rostered days off (RDO's) are intended to enable participating staff to avail of one day off in every four week period to enhance work-life balance without compromising the quality of customer service provision. It is the express aim of the parties that sufficient staff will be maintained to meet the needs of customers at all times.

Subject to the following, RDO's may be taken at the rate of 1 per 4 week period, with total work hours equating to 152 over 19 days.

Senior Officers' and Senior Executive Officers' working arrangements will be maintained in accordance with their individual employment agreements.

3.11.1 Banded staff may choose whether or not they wish to participate in the initiative.

3.11.2 RDO's are not cumulative beyond 1 month, however employees may elect to "bank" the RDO, to be taken at a later time upon mutual agreement with their manager/supervisor.

3.11.3 The timing of an RDO is at the Manager's/Supervisor's discretion in consultation with the staff member. Customer service and Business Unit operational requirements take priority at all times.



3.11.4 An RDO shall not coincide with the day of any other staff member within that same work unit – subject to Manager's discretion.

3.11.5 An RDO will not be taken if another staff member in the same work unit is absent for the purpose of: attendance at training; annual leave; other paid/unpaid leave or when sick leave is known and/or imminent without the relevant Manager's approval. As such, the Manager of the Business Unit retains the right to change or vary days according to anticipated or known (regular) peaks or troughs in work-load. For instance: If Monday is traditionally a very busy day for a particular business/work unit, RDO's will not be made available for that day.

3.11.6 RDO's should be rostered to ensure that the highest level of productivity and flexibility is achieved and maintained. Customer Service takes precedence over RDO's. Thus, the Manager retains the right to vary an RDO upon short notice, in consultation with the staff member, to meet variations in operational demand.

3.11.7 Staff work hours will be adjusted at the time of application and approval to partake in the RDO program. The parties agree to support opening hours between 8.30am and 5pm if this is deemed by Council to provide improved customer service. The minimum lunch break shall be half an hour.

3.11.8 The extended working hours will enable greater staff availability to attend to customer needs.

3.11.9 RDO's are only available to full-time staff.

3.11.10 When staff avail of either annual leave or sick leave, it will be debited from their accrued entitlement at the rate of 8 hours per day if the RDO option has been chosen.

3.11.11 It is the duty of Managers/Supervisors to ensure that work groups attain and maintain adequate staffing to perform their functions.

3.11.12 It is the duty of all staff to ensure that **all** corporate data relating to their daily transactions and projects is committed to the Corporate Databases (ECM) where it can be immediately and efficiently accessed by other staff members. This is inclusive of all file notes and email correspondence pertaining to Council business.

### **3.12 ROSTERED DAY OFF (Outdoor staff)**

Rostered days off (RDO's) are provided to enable Sale, Yarram and Maffra Depot staff to avail of one day off in every two week period and enhance work-life balance without compromising the quality of customer service provision. It is the express aim of the parties that sufficient staff will be maintained to meet the operational needs of each Depot at all times.

Subject to the following, RDO's may be taken at the rate of 1 day per 2 week period, with total work hours equating to 76 over 9 days:

3.12.1 Rostering of RDO's will be determined by work groups, in agreement with their Supervisor/Manager, with the intention of maximising customer service.

3.12.2 Staff are required to take an RDO on their agreed day, or at a mutually agreed time within the 14 days of when the RDO was accrued.

3.12.3 RDO's are not cumulative beyond 14 days, however employees may elect to "bank" the

RDO to be taken at a later time upon mutual agreement with their manager/supervisor.

### 3.13 SERVICE RECOGNITION

Staff at Council will qualify for the following Years of Service:

- 5 years Certificate, noting years of service plus \$ 50 gift voucher
- 10 years Certificate, noting years of service plus \$100 gift voucher
- 15 years Certificate, noting years of service plus \$150 gift voucher
- 20 years Certificate, noting years of service plus \$200 gift voucher
- 25 years Certificate, noting years of service plus \$250 gift voucher
- 30 years Certificate, noting years of service plus \$300 gift voucher
- 35 years Certificate, noting years of service plus \$350 gift voucher
- 40 years Certificate, noting years of service plus \$400 gift voucher

Those staff who leave the organisation for reasons such as retirement or resignation will receive the following:

- |                                    |           |
|------------------------------------|-----------|
| • Up to 12 Months                  | Card only |
| • Between 1 year and up to 2 years | \$ 40.00  |
| • Between 2 and 4 years            | \$ 60.00  |
| • Between 4 and 6 years            | \$ 80.00  |
| • Between 6 and 8 years            | \$100.00  |
| • Between 8 and 10 years           | \$125.00  |
| • Between 10 and 12 years          | \$150.00  |
| • Between 12 and 15 years          | \$200.00  |
| • Between 15 and 20 years          | \$300.00  |
| • Over 20 years                    | \$400.00  |

Both these achievements will be celebrated with a morning/afternoon tea of which council will cover the costs.

### 3.14 BEREAVEMENT LEAVE/COMPASSIONATE LEAVE

The entitlement to use Bereavement Leave/Compassionate Leave and Carer's Leave in accordance with Clause 37.2 of Part B of this agreement has been extended to include significant others:

- a close friend, extended family member or in-law of the employee.

Full-time and part-time team members are entitled to paid compassionate leave as follows

Where the absence is due to:	The maximum number of days paid compassionate leave per occasion will be:
<b>Immediate family</b> - As per definition in clause 37.2.2 The death of an employee's spouse, de facto, former defacto, child, parent, grandparent, grandchild or sibling.	5 days
<b>Significant Other</b> A close friend, extended family member or in law of the employee.	2 days

Bereavement Leave/Compassionate Leave is not restricted to within Australia.

### **3.15 PERSONAL LEAVE**

In addition to prevailing Award conditions the following shall apply:

In the event of an employee becoming sick and unfit for duty, a certificate provided by a legally qualified medical practitioner or a Statutory Declaration signed in the presence of an authorised witness will be deemed to be satisfactory evidence of sickness, the employee will be entitled to sick leave on full pay.

3.15.1 An employee must let their manager or supervisor know that they are going to take sick leave. This must be done as soon as possible and can be after the leave has started. Employees should also specify how long they will be off or expect to be off work.

Medical certificates or statutory declarations are examples of acceptable forms of evidence that an employee can provide for sick or carers leave.

Medical certificates must state the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Medical certificates can only be provided by a duly qualified medical practitioner. A statutory declaration is a written statement that you sign and declare to be true and correct in the presence of an authorised witness. Statutory declaration forms need to be witnessed by one of the many people authorised to do so, such as a Justice of the Peace, police officer, court registrar, bank manager, medical practitioner or dentist.

### **3.16 CASHING OUT ANNUAL LEAVE**

The parties to this agreement acknowledge the importance of taking Annual Leave on a regular basis as a means of maintaining health and wellbeing and recognise that in introducing these conditions, Council is trying to better manage the occurrence of excess Annual Leave.

An employee who has an accrued annual leave entitlement in excess of 6 weeks (pro rate equivalent for part time employees), may make an application to 'cash-out' a period of Annual Leave. Council may approve such applications subject to the following:

- The employee must retain a paid annual leave entitlement of not less than 6 weeks;
- Each 'cashing out' of Annual Leave must be by a separate agreement, in writing, between Wellington Shire Council and the employee;
- The employee will be paid the amount that would have been payable had the employee taken that period of Annual Leave;
- An agreed leave plan must accompany the Annual Leave cash out application;
- All leave loading and superannuation will also form part of the payment calculation;
- All employees considering cashing out excess Annual Leave are encouraged to seek independent financial advice on every occasion.

An employee who has not submitted a leave plan and has had in excess of 6 weeks Annual Leave for a period of over 12 months may be directed their manager to take any excess Annual Leave

## **SECTION 4 – OTHER MATTERS**

### **4.1 TRAINING AND CAREER DEVELOPMENT**

An annual training and career development program for each staff member will be developed throughout Council's Annual Review and Staff Development Program and it is the responsibility of the individual staff member and supervisor to ensure it is implemented. Staff development may require job rotation and multi-skilling, which may include duties which are normally performed at higher levels.

### **4.2 ACCOMMODATION, MEAL and TRAVEL ALLOWANCES**

Regional Accommodation Standard Single Room \$180 per night.

Metropolitan Accommodation Standard Single Room \$230 per night.

Parking costs shall be allowed in addition to the accommodation costs when in the metropolitan area.

Travel time allowance will be reimbursed for staff undertaking compulsory training.

The meal allowances are established in conjunction with the Australian Taxation Office guide 'Meal Allowances'. The amounts listed below are a guide for staff and are indicative of upper limits.

- Breakfast \$26.45
- Luncheon \$29.75
- Dinner \$50.70

### **4.3 TRAINEESHIPS AND APPRENTICESHIPS**

Council is committed to the employment of trainees and apprentices with specific attention given to work groups for which succession planning or other such fluctuating needs are identified.

### **4.4 OCUPATIONAL HEALTH AND SAFETY**

The parties are committed to Occupational Health and Safety. This means:

- Taking all practicable steps to provide and maintain a working environment that is safe and without risks to health;
- Compliance with the *Occupational Health and Safety Act 2004*, and relevant Regulations and Codes of Practice;
- Maintaining a system of consultation which involves staff and elected and appropriately trained Health and Safety Representatives;
- Compliance with Occupational Health and Safety Regulations with the aim of ensuring that Health and Safety issues are resolved effectively as they arise;
- Integration of the principles of occupational health and safety into education and training programs to maximise staff contributions to the identification, assessment and control of hazards;
- A commitment to the effective rehabilitation of injured workers through return to work processes and procedures.
  - Promote a workplace free of discrimination, victimisation and harassment, where each person has the opportunity to progress to the full extent of their ability.

Specific and agreed mechanisms, including policies, procedures and guidelines are developed on an ongoing basis to meet these objectives.

## **4.5 FAMILY VIOLENCE**

Council recognises that employees may be subject, and/or exposed, to situations of violence and/or abuse in their personal life that may impact on their performance at work. Therefore, the organisation is dedicated to providing workplace safety and support to employees who may experience family violence.

In order to provide support to an employee experiencing family violence, it is imperative that the organisation endeavor to provide a safe work environment to all employees. Council will consider any reasonable request from an employee experiencing family violence for:

- Additional paid leave if required and as per Council's Family Violence policy
- Changes to their hours/patterns of work
- Job redesign or changes to duties
- Relocation to other suitable employment where possible within Council
- A change to their Council telephone extension or email address to avoid contact
- Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

## **4.6 EQUAL EMPLOYMENT OPPORTUNITY**

The parties are committed to upholding the principles of Equal Employment Opportunity (EEO) in all Council activities and will actively encourage all staff to ensure all opportunities to improve equity are identified and addressed. The workplace will be free from any form of discrimination, bullying and harassment.

Council commits to progress equal employment opportunity and anti-bullying/harassment strategies throughout the organisation by maintaining an Equal Employment Opportunity Committee that will undertake to:

- Establish and monitor quality EEO programs that effectively manage workplace diversity.
- Review EEO employment policies and practices.
- Undertake the duties of contact and investigation officers who supply staff with information in relation to discrimination, bullying and harassment complaints whilst maintaining confidentiality.
- Develop and maintain an ongoing program of staff development in EEO including orientation on policies and training for existing and inducting staff.
- Generate awareness of the Victorian Charter of Human Rights and its impacts across the organisation.
- Consider relevant access and inclusion matters.

## **4.7 PREVENTION AND SETTLEMENT OF DISPUTES**

### **4.7.1 Resolution of Disputes and Grievances**

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

Should a dispute or grievance arise between a staff member and the Council about a matter arising under this Agreement or the National Employment Standards, or a disciplinary matter (other than Termination) the Council, staff and their nominated representative (if appointed) shall confer in good faith with a view to resolving the matter in accordance with this clause.

This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

#### 4.7.2 Obligations to the parties

The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in section 4.7.3. The parties must cooperate to ensure that these processes are carried out expeditiously.

While the parties are trying to resolve the dispute using the procedures outlined at 4.7.3:

- (i) The staff member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (ii) The staff member must comply with a direction given by Council to perform other available work at the same workplace, or at another workplace, unless:
  - the work is not safe; or
  - applicable occupational health and safety legislation would not permit the work to be performed; or
  - the work is not appropriate for the staff member to perform; or
  - there are other reasonable grounds for the staff member to refuse to comply with the direction.

No party or staff member will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

#### 4.7.3 Grievance or Dispute Procedure

The following procedure shall apply:

- (i) In the first instance, the dispute or grievance must be discussed between the aggrieved staff member, an employee representative (if requested) and the immediate supervisor.
- (ii) If the matter is not resolved, the staff member or appointed representative shall advise the relevant Manager of the dispute. The Manager shall consult with the staff member, the representative (if appointed) and the supervisor when endeavoring to resolve the matter.
- (iii) Where a dispute remains unresolved at the Business Unit level, the matter shall be referred to the Manager People and Excellence or other Management representative responsible for workplace relations matters.
- (iv) If the above procedure does not resolve the matter in dispute, the Council, Staff member or their nominated representative may jointly or individually refer the matter to Fair Work Commission for conciliation and, if necessary, arbitration.

#### 4.7.4 Fair Work Commission

Where a dispute or grievance is referred to Fair Work Commission it may be dealt with in two stages:

- (i) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (ii) If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - Arbitrate the dispute; and
  - Make a determination that is binding on the parties.
- (ii) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### 4.7.5 General Powers and Procedures of Fair Work Commission

If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.

A Decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*, therefore an appeal may be made against the decision.

### 4.8 INTRODUCTION OF CHANGE

#### 4.8.1 Council's Duty to Notify

- (i) Where the Council has developed a proposal to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on staff, the Council shall notify the staff who may be affected by the proposed changes. The Council will also notify and consult with the relevant workplace representatives if requested by the affected staff member(s).
- (ii) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of staff to other work or locations and the restructuring of jobs. This also includes changes to the legal or operational structure of the Council or outsourcing.

#### 4.8.2 Council's Duty to Discuss Change

- (i) The Council shall discuss with staff affected by the introduction of changes referred to in Section 4.8.1 hereof, the expected effects the changes are likely to have on staff, measures to avert or mitigate the adverse effects of such changes on staff and shall give prompt consideration to matters raised by the staff. The Council will also notify and consult with the relevant workplace representatives if requested by the affected staff member(s).
- (ii) As soon as a final decision has been made, Council must provide written notification to the affected staff and the relevant workplace representatives if requested by the affected staff member(s); explaining the effects of the decision in order to make the changes referred to in Section 4.8.1 (i) hereof.
- (iii) For the purpose of such notification referred to in Section 4.8.1 (ii), Council must provide all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on staff and any other matters likely to affect staff.

- (iv) Council must act in good faith in relation to the consultation process provided in this Section.
- (v) For the purpose of this Section: “good faith” includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons; and to refrain from capricious or unfair conduct that undermines consultation.

#### 4.8.3 Change to regular roster or ordinary hours of work

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

Council shall notify the relevant employees, and the employees’ nominated representative(s), of the proposed change.

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

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

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

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

### 4.9 REDEPLOYMENT/RETRAINING/REDUNDANCY

#### 4.9.1 Redeployment

- (i) Employability and continuation of employment

The parties are committed to, wherever possible, redeploying any staff member whose position has been made redundant.

All vacant positions shall be identified by Council. Subject to the redeployee being suitable for the position he or she shall have precedence when filling a vacant position at the same or lower classification.

The Council shall make available to a staff member any relevant information pertaining to a vacant position that has been notified to the staff member.

Factors to be considered will include:

- The degree to which the staff member meets the selection criteria of the position;
- That any additional skills required can be reasonably attained through retraining;
- Whether or not the redeployed staff member demonstrates substantial difficulty in meeting the position’s requirements; and



- That redeployment shall not impact adversely on the career path of the staff member.
- (ii) Redeployment to the same level position  
Subject to 4.9.1 (i), the Council will redeploy the staff member at the same salary level.
- (iii) Other  
Redeployment to another position can be subject to a 3 month trial and following this time redundancy can apply via mutual agreement

Redeployment to a lower classification/salary level position will be voluntary and salary maintenance (the staff members previous salary) will apply for a period of 3 months.

#### 4.9.2 Redundancy Benefits

The parties agree to the provision of the following benefits for permanent staff who become redundant.

The Wellington Shire Council will provide the following options for assistance: -

- (i) Redeployment within Council, or
- (ii) Redundancy Payment:

Payment in lieu of notice as follows:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
1 year and 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

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

A payment of 2 weeks pay for each completed year of service, to a maximum of 48 weeks.

A one off redundancy payment of \$8,000 to be provided to the staff member for the provision of outplacement, training and development.

- (iii) Motor Vehicles

A payment for the loss of motor vehicle usage as follows:

Where a motor vehicle is considered part of a staff member's salary package no payment shall be made, but the value of the motor vehicle in accordance with the salary package agreement shall form part of the employee's "rate of pay" for the purposes of determining the payment to be made.

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

- \*\$12,000 for full private use (Senior Officers)
- \*\$10,000 for full private use (all other officers)

\*\$ 6,000 for semi-private use  
\*or as otherwise varied by agreement

(iv) Other Matters

A lump sum payment for the loss of Council subsidised housing equivalent to the value of the market rent for the house less any employee contribution multiplied by the number of weeks of severance pay entitlements.

If the staff member has more than five years service at the date of retrenchment and is not entitled to payment for pro-rata long service leave in accordance with the Act or the relevant regulations, an ex-gratia payment equivalent to pro-rata long service leave shall be paid.

Senior Executive Officers are only entitled to the redundancy benefits specified in clause 4.9.2 where there are no other agreed alternative redundancy provisions in place.

## **4.10 TRANSFER OF BUSINESS**

4.10.1 Where a business is transmitted from the Council (in this sub-clause called “the employer”) to another employer (in this sub-clause called “the new employer”) and a staff member who at the time of such transmission was an employee of the Council, in that business then becomes an employee of the new employer.

- (i) the staff member’s terms and conditions of employment shall be no less favourable;
- (ii) the continuity of the employment of the staff member shall be deemed not to have been broken by reason of such transfer; and
- (iii) the period of employment which the staff member has had with the Council shall be deemed to be service of the employee with the new employer.

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

4.10.3 In circumstances where Section 4.10.1 shall apply, the following shall also apply:

- (i) the Council shall pay a redundancy entitlement to those permanent staff that do not transfer to the new employer and who are made redundant pursuant to Section 4.9 of this Agreement.
- (ii) the Council shall pay the following entitlements to those staff that transfer to the new employer.
  - Annual leave and long service leave entitlements will be paid out to the staff member.
  - Family leave and accumulated sick leave entitlements to be transferred to the new employer. This will include a requirement that all staff receive a statement of all accumulated leave entitlements.

#### **4.11 TRADE UNION TRAINING LEAVE**

A workplace union representative will be entitled to, and the Council will grant, up to 10 days leave on ordinary pay over two calendar years (non cumulative) to attend approved trade union training courses or in accordance with the following conditions:

- (i) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of industrial dispute/dispute resolution procedures.
- (ii) Reasonable notice is given to the Council by the staff member with the application made at least 4 weeks prior to the date on which the leave is sought and specifies the duration, venue and nature of the course for which the leave is sought.
- (iii) The taking of leave is arranged having regard to the operational requirements of the Council so as to minimise any adverse effect on those requirements, management approval will not be unreasonably withheld.
- (iv) The staff member taking such leave, will be paid all ordinary time earnings which normally become due and payable during the period of leave. Staff, whether part time or full time, will be paid at their standard hourly rate for the duration of the training.
- (v) Leave of absence granted pursuant to this Clause, will count as service for all purposes of this agreement.
- (vi) Council will include relevant Union information brochure for each Induction Session.

Council does not incur any costs other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

#### **4.12 WORKPLACE UNION REPRESENTATIVE RIGHTS**

Staff covered by this Agreement and who are accredited representatives of a Union are allowed time to engage in association activities, attend to staff representation issues and committee meetings during work hours, provided that these activities are not excessive and do not unduly interfere with their normal work. Representatives shall be provided with access to a telephone, fax and computer as required.

Reasonable notice must be given to the Unit Manager before any such absence from work to enable appropriate planning to cover the workload of the officer.

Representatives should inform their Manager/Supervisor of where they are going and provide details of the training or meeting. Wellington Shire Council will also include in the organisation induction process, the contact details of Union Delegates within the workplace. Unions will also be notified of Induction dates and invited to attend at the conclusion of each session. Wellington Shire Council reserves the right to terminate this arrangement at any time and at its discretion.

#### **4.13 ANNUAL CLOSE DOWN**

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

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

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

## **SECTION 5 – SPECIFIC STAFF PROVISIONS**

### **5.1 CONDITIONS OF EMPLOYMENT LEISURE SERVICES BUSINESS UNIT**

#### **5.1.1 Staff Covered**

These conditions apply to those staff employed in the Leisure Services Business Unit who work in any Wellington Shire Council pool, gym or recreational facility with the exception of qualified Child Care Workers.

#### **5.1.2 Ordinary Hours of Work**

##### **(i) Full-Time Staff**

Full Time staff can work up to 9.5 hours per day working 76 hours over a two week period.

##### **(ii) Part Time Staff**

Part Time Staff can work no more than 76 hours over the pay period.

##### **(iii) Casual Staff**

Casual Staff can work no more than 76 hours over the pay period.

A 25% loading in lieu of sick leave, annual leave and public holidays is payable to casual staff.

#### **5.1.3 Starting and Finishing Times**

Daily/weekly ordinary time work for all staff shall be undertaken in accordance with a roster that shall be developed by management in consultation with affected staff.

#### **5.1.4 Overtime**

*All Staff:*

By agreement, Time-In-Lieu for staff working additional hours will be accrued at time for time rate provided the hours worked are within the ordinary hours of operation.

Work performed by staff in excess of or outside the ordinary hours of duty will be subject to the agreement of Staff and Manager and shall be paid at the rate of time-and-a-half for all hours worked.

#### **5.1.5 Classifications / Pay Rates**

##### **(i) Full Time Staff**

Full Time Staff shall be paid in accordance with the Base Wage rates in Clause 2.1 of this Agreement. Industry Allowance is payable where grounds maintenance is part of the full-time duties.

##### **(ii) Junior Staff**

Junior rates apply to staff under 21 years of age for all Leisure Services positions as follows:

Age 20 = 95%

Age 19 and under = 90%

Junior rates do not apply to Sessional Allowance as detailed below:

##### **(iii) Part time and Casual Staff**

Shall be paid in accordance with the Base Wage rates in Section 2.1 of this Agreement.

A Sessional Allowance may also be payable in accordance with Section 5.1.6 (below)

#### 5.1.6 Payment of Sessional Allowance

Where a staff member other than a full time staff member, is specifically engaged on a sessional basis to perform duties requiring the possession of additional fitness-related skills and/or qualifications.

The Sessional Allowances will be paid at 30 minutes (1/2 hour) and/or 60 minutes (1 hour) depending on the individual session requirements.

The Sessional Allowance is a per session allowance that includes set-up, the class and pack up of equipment.

For example:

Group Fitness rate: Permanent Part time \$51.19 per hour, Casual \$57.80 per hour.

Personal Trainer rate: Permanent Part time \$32 per hour, Casual \$40 per hour.

### 5.1.7 Salary Review

The Rates of Pay detailed above, will be increased in accordance with the percentage increases as set out in Section 2.1 of this agreement. Sessional allowance excluded.

### 5.1.8 Annual Leave

Annual Leave will be rostered by mutual consent so as to ensure that a sufficient number of skilled staff are always available to maintain the service requirements for Leisure Services facilities. In exceptional circumstances, such as urgent compassionate grounds, annual leave may be approved at times other than when it has been programmed, provided that the Business Unit is able to maintain the provision of service.

17.5% leave loading will be paid to permanent staff as applicable.

## **5.2 CONDITIONS OF EMPLOYMENT – IMMUNISATION NURSES**

### 5.2.1 Staff Covered

These conditions apply to those staff employed in the Municipal Services Business Unit as qualified Immunisation Nurses.

### 5.2.2 Immunisation Sessions

Casual or Part Time Immunisation Nurses shall be paid a minimum of three hours wages for immunisation sessions conducted which are of less than three hours duration.

### 5.2.3 Maintenance of Qualifications

Council will continue to cover the costs of maintaining the required certificate for Immunisation and associated professional development.

### 5.2.4 Higher Qualifications Allowance

With reference to Clause 17.6 “Higher Qualifications Allowance” in Part C of this Agreement, any reference to the payment of a qualifications allowance as a percentage of “base pay” shall refer to the base Immunisation nurse (in charge) pay rate.

Before receiving a Qualifications Allowance, Immunisation nurses shall be required to show that the qualification is relevant and adds value to the Immunisation role they perform for Council.

### 5.2.5 Annual Leave

Permanent Immunisation nurses employed by Council will be entitled to four weeks Annual Leave (or pro rata).

17.5% leave loading will be paid to permanent staff as applicable.

## SECTION 6 - SIGNATORIES

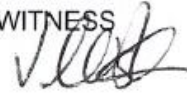
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Signed for and on behalf of Wellington Shire Council  
18 Desailly Street, SALE 3850



**DAVID MORCOM**  
CHIEF EXECUTIVE OFFICER

WITNESS



4/5/20

DATE

Signed for and on behalf of Australian Municipal Administrative Clerical & Services Union  
{ASU) National Office, Ground Floor, 116 Queensberry Street, CARLTON SOUTH, 3053



Billy King

Branch Executive President

6 May 2020

DATE



Signed for and on behalf of Australian Nursing and Midwifery Federation (ANMF) 540  
Elizabeth Street, MELBOURNE VIC 3000

*Lisa Fitzpatrick*

**LISA FITZPATRICK**  
AUTHORISED OFFICER

*Megan Keene* \_\_\_\_\_ WITNESS  
\_\_\_\_\_ 05/05/2020, \_\_\_\_\_ DATE

Signed for and on behalf of Ross McWhirter,  
18 Desailly Street, SALE 3850



ROSS MCWHIRTER

WITNESS

30-4-20

DATE

Signed for and on behalf of Lukasz Grzmil,  
18 Desailly Street, SALE 3850



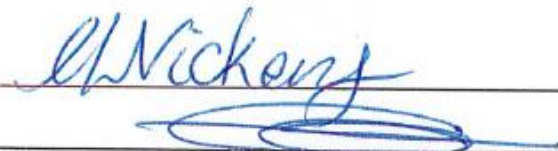
LUKASZ GRZMIL

WITNESS

30.04.20

DATE

Signed for and on behalf of Cristal Vickery,  
18 Desailly Street, SALE 3850



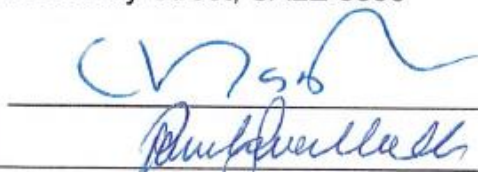
CRISTAL VICKERY

WITNESS

01.05.2020

DATE

Signed for and on behalf of Catherine  
Vassiliou,  
18 Desailly Street, SALE 3850



CATHERINE VASSILIOU

WITNESS

01.05.20

DATE

# **PART B – VICTORIAN LOCAL AUTHORITIES AWARD 2001 (29 April 2019)**

## **9.1.TITLE**

Part B shall be referred to as the Victorian Local Authorities Award 2001.

## **2. ARRANGEMENT**

Part 1 - Application and operation of award

1. Title
2. Arrangement
3. Date of operation
4. Parties bound
5. Previous award superseded
6. Exclusions to award coverage
7. Definitions (general)

Part 2 - Award flexibility

8. Enterprise flexibility provisions
9. Index of facilitative provisions
10. Anti-discrimination
11. Worksite flexibility/starting point

Part 3 - Communication, consultation and dispute resolution

12. Consultation and dispute resolution procedures
13. Posting of award

Part 4 - Employer and employees' duties, employment relationship and related arrangements

14. Multi-skilling
15. Types of employment
16. Staff development scheme
17. Redundancy
- 17A. Redundancy disputes procedure
18. Notice of termination
19. Terms of employment
20. Position description
21. Annual review

Part 5 - Wages and related matters

22. Classification and minimum rates of pay
- 22A. School-based apprentices
23. Allowances
24. Higher duties/mixed functions
25. Accident pay
26. Superannuation
27. Tools/instruments
28. Uniforms/protective clothing
29. Loss or damage to clothing and/or spectacles
30. Board and lodging
31. Quarters
32. Vehicle hire

Part 6 - Hours of work, breaks, overtime, weekend work

33. Ordinary time hours of work
34. Overtime (and) work performed on Saturdays, Sundays and Public Holidays
35. Rest interval

## Part 7 - Leave of absence and public holidays

- 36. Parental leave
- 37. Carer's leave
- 38. Long service leave
- 39. Sick leave
- 40. Jury service
- 41. Annual leave and leave loading
- 42. Public holidays

## Part 8 - Training and related matters award

- 43. Training
- 44. Supported wage system
- 45. Training leave (dispute resolution)

## Appendix A – classification definitions

### 3. Deleted

### 4. Deleted

### 5. Deleted

## 6. EXCLUSIONS TO AWARD COVERAGE

### 6.1 This award does not apply to:

- Persons employed in the classification of Chief Executive Officer.

### 6.2 This award does not apply to persons employed in classifications specified in the following awards viz:

- Education Services – Early Childhood Assistants (Victoria) Award 1999 [Print R4000 [E0512]].
- Early Childhood Teachers Interim Award 1999 [Print R9669 [E0947]].
- Nurses (ANF Victorian Local Government) Award 1993 [Print L2988 V003 [N0181]].

## 7. DEFINITIONS (GENERAL)

### 7.1 **deleted**

### 7.2 **deleted**

### 7.3 **deleted**

### 7.4 **Employee** means a person whose rate of pay is governed by this award.

### 7.5 **Employees other than Physical/Community Services Employees** means an employee whose classification is defined by Bands 3 to 8 of Part A of Appendix A - Classification definitions of this award.

### 7.6 **Physical/Community Services Employee** means an employee whose classification is defined by Bands 1 to 5 of Part A of Appendix A - Classification definitions of this award.

### 7.7 **Child Care Worker** means an employee whose classification is defined by Bands 2 - 7 of this award.

### 7.8 **Senior Executive Officer** means an employee whose position and classification is defined by Part B of Appendix A - Classification definitions of this award.

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

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

**7.10 Ordinary Rate** is an all purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum award wage prescribed by clause 22 - Classification and minimum rates of pay and the industry allowance where applicable.

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

## **PART 2 - AWARD FLEXIBILITY**

### **8. Deleted**

## **9. INDEX OF FACILITATIVE PROVISIONS**

**9.1** A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

**9.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause title</b>	<b>Clause number</b>
Consultation and dispute resolution procedures	12
Ordinary time hours of work	33
Overtime (and) work performed on Saturdays, Sundays and public holidays	34
Parental leave	36
Carer's leave	37
Public holidays	42

## **10. DELETED**

## **11. WORKSITE FLEXIBILITY/STARTING POINT**

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

**11.1.1** For Home Carers the starting point will be the premises of the first client of the day or as otherwise agreed.

**11.2** At the direction of the employer, any employee may be required to relocate his/her place of employment provided that:

- The relocation is within the boundaries of the municipality/authority; and
- The relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

**11.3** Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedures.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **12. Deleted**

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

## **14. MULTI-SKILLING**

- 14.1** A respondent may direct an employee to carry out such duties as are within the limits of the employee's skill.
- 14.2** Provided that where an employee is directed to carry out any work within his/her classification Band or work of a lower Band, such work will be performed without reduction in salary.
- 14.3** Provided further that where an employee is directed to carry out work of a higher Band, the provisions of clause 24 - Higher duties/mixed functions of this award, will apply. Any direction issued under this clause will be consistent with the respondent's obligation to provide a safe and healthy working environment.

## **15. TYPES OF EMPLOYMENT**

### **15.1 General**

**15.1.1** Employees covered by this award will be employed in one of the following categories:

- Full-time employees; or
- Permanent part-time employees; or
- Casual employees; or
- Temporary employees.

**15.1.2** At the time of engagement the employer will advise each employee of the terms of their engagement and in particular whether they are full-time, permanent part-time, casual or temporary.

### **15.2 Casual employment**

#### **15.2.1 Employees Bands 1 to 5 (Physical/Community Services)**

**15.2.1(a)** A casual employee for the purpose of this subclause will mean an employee who is engaged in relieving work or work of a casual nature and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee under clause 33 - Ordinary time hours of work and 15.1 and 15.3 of this clause.

**15.2.1(b)** A casual employee will be paid 125% of the hourly rate which a full-time employee would receive.

**15.2.1(c)** A casual employee will not be entitled to any pro rata annual leave, sick leave or public holidays.

#### **15.2.2 Employees Band 3-8 (other than Physical/Community Services)**

**15.2.2(a)** A casual employee for the purpose of this clause will mean an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee.

**15.2.2(b)** A casual employee will be paid 125% of the hourly rate which a full-time employee would receive if that employee was performing the duties at the time. A casual employee will not be entitled to any pro rata annual leave, sick leave or public holidays.

**15.2.2(c)** Notwithstanding anything to the contrary appearing elsewhere in this award, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.

#### **15.2.3 Child Care Workers**

A casual employee shall be paid 125% of the hourly rate which a full-time employee would receive. Work performed on weekends or public holidays shall be paid at ordinary time plus 75%. Provided that an employee engaged as a casual shall be excluded from the provisions relating to annual leave, overtime, meal allowance and sick leave.

#### **15.2.4 Caring responsibilities**

- 15.2.4(a)** Subject to the evidentiary and notice requirements in 37.5.3 and 37.5.5, casual employees are entitled to not be available to attend work, or to leave work:
- If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - Upon the death in Australia of an immediate family or household member.
- 15.2.4(b)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.2.4(c)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

#### **15.2A Casual Employment**

- 15.2A(a)(i)** A casual employee, other than an irregular casual employee as defined in clause 15.2A(f), who has been engaged by a particular employer for a sequence of periods of employment under this Award during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- Provided that, by agreement between the employer and the casual employee concerned, the employer may apply sub-clause 15.2A(a)(i) as if the reference to six months is a reference to twelve months. Any such agreement shall be confirmed in writing, signed by the employee and recorded in the time and wages records.
- 15.2A(a)(ii)** Every employer of such an employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months.
- The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.
- 15.2A(a)(iii)** Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her ongoing contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- 15.2A(a)(iv)** Any casual employee who has a right to elect under clause 15.2A(a)(i), upon receiving notice under clause 15.2A(a)(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- 15.2A(a)(v)** Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

**15.2A(a)(vi)** If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 15.2A(a)(iv), the employer and employee in accordance with this subparagraph, and subject to clause 15.2A(a)(iv), shall discuss and agree upon:

- (1) Which form of employment the employee will convert to, that is, full-time or part-time; and
- (2) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 15.3.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 15.2A(a)(iv) an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

**15.2A(b)(i)** An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

**15.2A(b)(ii)** The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:

- (1) The name and address of the employer;
- (2) If the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
- (3) The job to be performed and the classification level on which the employee has been or is likely to be engaged;
- (4) As far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;
- (5) The contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

**15.2A(b)(iii)** It shall be sufficient compliance with subclause 15.2A(b)(ii) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

**15.2A(c)** An employee must not be engaged and re-engaged to avoid any obligation under this Award.



**15.2A(d)(i)** An “**irregular casual employee**” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**15.2A(d)(ii)** The provisions of clause 15.2A do not apply to irregular casual employees.

### **15.3 Part-time employment**

**15.3.1 Employees Bands 1 to 8** [**Note: the provisions of this subclause will not have effect until 30 November 2001.**]

**15.3.1(a)** A part-time employee is a permanent or temporary employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this award.

**15.3.1(b)** The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (**the agreed hours**).

**15.3.1(c)** With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start.

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

**15.3.1(d)** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

**15.3.1(e)** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.

**15.3.1(f)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

**15.3.1(g)** A part-time employee shall be entitled to pro rata annual leave, sick leave and long service leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**15.3.1(h)** In accordance with clause 42 - Public holidays a part-time employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**15.3.1(i)** Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.

**15.3.1(j)** Where the employment of a part-time employee changes to full-time or vice versa, such employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.

**15.3.1(k)** Deleted

**15.3.1(l)** Deleted

### 15.3.2 Child Care Workers

A part-time employee is one engaged for less than full-time hours and who regularly works stated hours. A part-time employee, for working ordinary time will receive 1/38th of the weekly wage prescribed for his or her classification for each hour worked.

## 15.4 Temporary employment

**15.4.1** A temporary employee will be an employee who is engaged on either a full or part-time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.

**15.4.2** A respondent will not dispense with a permanent position for the purpose of creating temporary position(s).

## 15.5 Deleted

# 16. STAFF DEVELOPMENT SCHEME

**16.1** A Staff Development Scheme which has been the subject of consultation will provide as a minimum the following broad principles:

- All employees to have access to a current position description;
- The development of individual plans as required;
- Annual review of plans;
- An internal appeal mechanism which, at the employee's request, will involve the participation of an employee representative.

**16.2** Individual Staff Development Plans will be confidential and will be developed in consultation and agreement with the employee concerned and will clearly set out:

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

# 17. REDUNDANCY

## 17.1 Definitions

**17.1.1 Business** includes trade, process, business or occupation and includes part of any such business.

**17.1.2 Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

**17.1.3 Small employer** means an employer who employs fewer than fifteen employees.

**17.1.4 Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

**17.1.5 Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime;
- Penalty rates;
- Disability allowances;
- Shift allowances;
- Special rates;
- Fares and travelling time allowances;
- Bonuses; and
- Any other ancillary payments of a like nature.

## **17.2 Transfer to lower paid duties**

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

## **17.3 Severance pay**

### **17.3.1 Severance pay**

An employee, other than an employee of a small employer as defined in clause 17.1.3 hereof, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

\***Week's pay** is defined in clause 17.1 hereof.

### **17.3.2 Severance pay - employees of a small employer**

An employee of a small employer as defined in clause 17.1.3 hereof whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

\***Week's pay** is defined in clause 17.1 hereof.

- 17.3.3** Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 17.3.4** Continuous service does not include any period during which the employee was absent for any of the reasons described in clause 41.4 of this award.
- 17.3.5** Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *redundancy case* decision [[PR032004](#), 26 March 2004] and the *redundancy case* supplementary decision [[PR062004](#), 8 June 2004].

#### **17.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 18 of this award. In this circumstance, the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### **17.5 Alternative employment**

- 17.5.1** An employer, in a particular redundancy case, may make application to The Fair Work Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 17.5.2** This provision does not apply in circumstances involving transmission of business as set in clause 17.7 hereof.

#### **17.6 Job search entitlement**

- 17.6.1** During the period of notice of termination given by the employer in accordance with clause 18.1 of this award, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 17.6.2** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 17.6.3** The job search entitlements under this clause apply in lieu of the provisions of clause 18.3 of this award.

#### **17.7 Transmission of business**

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

**17.7.2** The Fair Work Commission may vary clause 17.7.1(b) hereof if it is satisfied that this provision would operate unfairly in a particular case.

## **17.8 Employees exempted**

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual employees.

## **17.9 Incapacity to pay**

The Fair Work Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

## **17A. REDUNDANCY DISPUTES PROCEDURE**

**17A.1** Clauses 17A.2 and 17A.3 hereof impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (*'a redundancy dispute'*).

**17A.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:

**17A.2.1** The reasons for any proposed redundancy;

**17A.2.2** The number and categories of workers likely to be affected; and

**17A.2.3** The period over which any proposed redundancies are intended to be carried out.

**17A.3** Where a redundancy dispute arises and discussions occur in accordance with this clause, the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

## **18. NOTICE OF TERMINATION**

### **18.1 Notice of termination by employer**

**18.1.1** In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**18.1.2** In addition to the notice in clause 18.1.1 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

- 18.1.3** Payment in lieu of the prescribed notice in clauses 18.1.1 and 18.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 18.1.4** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 18.1.4(a)** The employee's ordinary hours of work (even if not standard hours); and
  - 18.1.4(b)** The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - 18.1.4(c)** Any other amounts payable under the employee's contract of employment.
- 18.1.5** The period of notice in this clause does not apply:
- 18.1.5(a)** In the case of dismissal for serious misconduct;
  - 18.1.5(b)** Deleted;
  - 18.1.5(c)** To employees engaged for a specific period of time or for a specific task or tasks;
  - 18.1.5(d)** To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - 18.1.5(e)** To casual employees.
- 18.1.6** Continuous service is defined in clause 41 of this award.

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

- 18.2.1** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 18.2.2** If an employee fails to give the notice specified in clause 18.1.1 hereof, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 18.1.4 hereof.

## **18.3 Job search entitlement**

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

## **18.4 Transmission of business**

Where a business is transmitted from one employer to another, as set out in clause 17 of this award, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

# **19. TERMS OF EMPLOYMENT**

## **19.1 Employees bands 1 to 8**

- 19.1.1** An employee upon engagement will be provided with a position description consistent with the requirements of clause 20 - Position description of this award.
- 19.1.2** Employees employed by an employer in accordance with the provisions of this award will be engaged as full-time, part-time, temporary or as casual employees.
- 19.1.3** Termination of employment in all cases will be as provided for in the appropriate clauses of this award.
- 19.1.4** A full-time employee will be entitled to payment in full for any working week while he/she is so employed even though he/she may actually be required to work during a portion only of a week.
- 19.1.5** Provided that a full-time employee who as a result of his or her own actions works less than 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38.
- 19.1.6** An employee will perform such work as will from time to time be required, including reasonable overtime.
- 19.1.7** An employer will not dispense with the services of a full-time or part-time employee and engage such employee as a casual employee for the purpose of avoiding payment for sick and accident leave, holidays, annual leave or long service leave.

## **19.2 Abandonment of employment (all employees)**

- 19.2.1** An employee who has been absent for a period of ten working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her employment without notice. Provided that the employer will make a reasonable effort to contact the employee before the contract is terminated under this subclause.
- 19.2.2** Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.

Notwithstanding the above, an employee deemed to have abandoned their employment as described in clause 19.2.1 will be provided notice of termination in accordance with clause 18.

## **19.3 Child care workers**

- 19.3.1** Except as provided in 15.2.3 and 15.3.2 of this award, employment will be by the week. An employee not specifically employed as a casual or part-time employee will be deemed to be employed by the week.

## **19.4 Incidental and peripheral duties**

- 19.4.1** An employee may be required to perform duties that are incidental or peripheral to her/his major task or tasks.
- 19.4.2** An employee not attending for duty will, except as provided by the public holidays, annual leave, and personal/carers leave clauses of this part of this award lose payment for the actual time of non-attendance.

# **20. POSITION DESCRIPTION**

- 20.1** Each employer will provide to each employee a position description which will clearly identify as a minimum:
- The accountability and extent of authority of the position;
  - The level of judgement and decision making skills required;
  - Specialist skills and knowledge required to undertake the duties of the position;

- Managerial skills;
  - Interpersonal skills;
  - Qualifications and experience required for the position.
- 20.2** The position description will be reviewed by the employer in consultation with the employee concerned at least annually.

## **21. ANNUAL REVIEW**

### **21.1 Employees bands 1 to 8 only**

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

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

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

- A review of the level within a Band or classification level; and
- The Band or classification level having regard to the classification definitions contained in Appendix A - Classification definitions of this award;
- Reference to the relevant award dispute settling procedures if necessary;
- Access by the employee concerned to any formal review documentation upon request.

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

**21.1.3(a)** The acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as is determined in accordance with any Staff Development Scheme;

**21.1.3(b)** The meeting of established performance objectives as determined in accordance with any Staff Development Scheme;

**21.1.3(c)** Satisfactory service over the preceding twelve months.

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

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

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

- 21.1.5** Provided further that an employee classified as Band 2 undertaking Environmental/Household Maintenance and/or the provision of Personal assistance (as defined) will not progress beyond level 2B.

### **21.2 Child care workers only**

#### **21.2.1 Progression**

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



- 21.2.1(a)** Competency at the existing level;
  - 21.2.1(b)** Twelve months experience at that level and in-service training as required;
  - 21.2.1(c)** Demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.
- 21.2.2** Where an employee is deemed not to have met the requisite competency at their existing level at the time of appraisal, his/her incremental progression may be deferred for periods of three months at a time provided that:
- The employee is notified in writing as to the reasons for the deferral;
  - The employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;
  - Following any deferral, the employee is provided with the necessary training in order to advance to the next level.
- 21.2.3** Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under 21.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.
- 21.2.4** Incremental progression to the next pay point level may be accelerated if:
- An employee has achieved competency at his/her existing level;
  - Has demonstrated an ability to acquire the skills necessary to progress to the next pay point prior to the completion of twelve months at his/her existing level.
- 21.2.5** Either the employer or the employee may seek to implement accelerated advancement.

## **PART 5 - WAGES AND RELATED MATTERS**

### **22. CLASSIFICATION AND MINIMUM RATES OF PAY**

#### **22.1 Employees bands 1 to 8**

- 22.1.1** The following minimum weekly rates of pay will be paid to employees as set out in 22.2 below.
- 22.1.2** Each employer will grade its employees in accordance with the classification definitions and gradings contained in Appendix A - Classification definitions of this award.
- 22.1.3** The employee or appropriate union will have the right to request a Classification Committee review his/her classification if it is considered to be incorrect.
- 22.1.3(a)** Such committee will consider all relevant facts and may make a recommendation to the respondent employer.
  - 22.1.3(b)** A local Classification Committee may consider the matter and will consist of an equal number of employer representatives and union or nominated employee representatives.
  - 22.1.3(c)** Where no agreement can be reached, 12.2 will be utilised.
  - 22.1.3(d)** The whole of this subclause will not apply to those employees classified as Senior Executive Officers as provided in 22.6.

#### **22.2 Table - rates of pay**

Band	Level A p/week \$	Level B p/week \$	Level C p/week \$	Level D p/week \$
1				
2				
3				
4				
5				
6				
7				
8				

**22.2.1** The rates of pay in this award include the arbitrated safety net adjustment payable under the June 2005 *Safety Net Review Wages* decision [Print [PR002005](#)]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

**22.2.2** The entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.

**22.2.3** Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.

**22.2.4** Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an **Experienced Engineer** must be no less than Band 6 Level A.

**22.2.5** **Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.

**22.2.6** The aforesaid qualifications are as follows:

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

**22.2.7** The entry point for trainee child care workers without qualifications will be Band 1D.

**22.2.7(a)** Upon completion of the trainee year, a child care worker will progress to Band 2A.

**22.2.8** The entry point for a Director of a child care centre will be no less than Band 6A.

**22.3 Junior employees (employees other than physical/community services and child care workers)**

**22.3.1** A junior employee classified in accordance with the definitions of Bands 3 to 5 will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 2 Level C:

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

**22.3.2** A junior Child Care Worker shall be paid a minimum weekly salary according to age based on the scales in clause 22.3.1, provided that the percentage rate shall be of Band 1 Level D.

**22.3.3** For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.

**22.3.4** The rates of pay prescribed in this award will be deemed to be the minimum rates payable, and nothing herein contained will preclude any authority from paying an employee at a higher rate of pay than that prescribed herein.

## **22.4 Apprentices (physical/community services employees only)**

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

### **22.4.2 Junior apprentices**

#### **22.4.2 Junior apprentices**

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

#### **22.4.2(b) Four year apprenticeships**

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

#### **22.4.2(c) Three year apprenticeships**

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

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

### **22.4.3 Adult apprentices**

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

## **22.5 Trainees**

A trainee shall be engaged in accordance with the terms and conditions of employment as prescribed in the Victorian Local Government Award 2015. A trainee will be paid at least five cents more than the applicable weekly rates of pay contained in Schedule D of the Victorian Local Government Award 2015.

## **22.6 Senior Executive Officers**

- 22.6.1** 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 Appendix A - Classification definitions, Part A of this award.
- 22.6.2** An employee at this level will be entitled to receive the minimum salary rate specified for a Senior Executive Officer in 22.2 of this award.
- 22.6.2(a)** This rate must not be reduced by any non-award benefits.
- 22.6.3** The conditions of employment of a Senior Executive Officer shall be as prescribed for employees other than Physical/Community Services employees.
- 22.6.4** Notwithstanding the provisions of 22.6.2(a), 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 award obligations had been met, taking account of the value of the provision of matters not comprehended by the award 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 award dispute resolution procedure;
    - 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.
- 22.6.5** The agreement under 22.6.4 may, subject to point 1 of point 4 of 22.6.4, also specify that the following award clauses may not apply:
- | <b>Clause No.</b> | <b>Title</b>   |
|-------------------|--|
| 22.3              | Allowances and expenses  |
| 34                | Overtime, time off in lieu, penalty rates and meeting attendance |
| 24                | Higher duties  |
| 11                | Worksite flexibility   |
| 34.7              | Callback and availability  |
| 41                | Annual leave loading   |
| 27                | Instruments  |
| 31                | Quarters   |
- 22.6.6** Notwithstanding this provision a total employment package arrangement entered into under clause 34 of the Victorian Local Authorities Interim Award 1991 shall continue to apply until the 30<sup>th</sup> June 2002 unless before that date:

- 22.6.6(a)** The total package arrangement however described expires;
- 22.6.6(b)** By agreement the arrangement is terminated;
- 22.6.6(c)** Either party seeks to review the arrangement having regard to the provisions of this clause.
- 22.6.7** Any dispute under 22.6.6 can be dealt with under clause 12 - Consultation and dispute resolution procedures.
- 22.6.8** Notwithstanding clause 15:
- 22.6.8(a)** An employee appointed as a senior executive officer who is also a senior officer as defined by the Local Government Act 1989 (Victoria) may be employed under a maximum term contract as required by that Act; and
- 22.6.8(b)** An employee who is appointed as an executive as defined by the Victorian Government Sector Executive Remuneration Panel (GSERP) may be employed under a maximum term contract.
- 22.6.8(c)** Employees subject to clause 22.6.8 continue to be covered by the provisions of this Award.

## **22.7 Option for annualised salary**

- 22.7.1** By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the Part A rate and an additional component.
- 22.7.2** In such cases, the agreement may provide that the provisions of the following award clauses do not apply:
- Overtime/penalty rates and meeting allowances;
  - Time off in lieu of overtime payment;
  - Call back and availability allowances;
  - Allowances and expenses;
  - Annual leave loading;
  - Higher duties;
  - Worksite flexibility;
  - Instruments and quarters.
- Provided that the annualised rate was sufficient to cover what the employee would have been entitled to if all Agreement required payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non salary benefit such as an employer provided motor vehicle.
- 22.7.3** Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all award overtime payments, penalty rate payments and obligations had been complied with.
- 22.7.4** An agreement under this clause:
- Must be in writing and signed by both parties; and
  - Either recorded in the time and wage records kept by the employer in accordance with Part 9A, Division I of the Workplace Relations Regulations, or a notation placed in the record as to where a copy of the agreement may be inspected; and

- Provide an annual review of the agreement; and
- Provide for access to The Fair Work Commission for dispute resolution in accordance with the award dispute resolution procedure.

**22.7.5** The employee may be represented in the discussions in relation to the making of an Agreement under this clause by either their union or nominated representative.

## **22.8 Child care workers**

### **22.8 Payment of wages**

**22.8.1** All salaries and wages shall be paid fortnightly where practicable. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26. Provided that where a Council, Board, Trust or Authority meets monthly, then such Council, Board, Trust or Authority may pay employees other than physical/community services employees and Senior Executive Officers monthly.

Provided further the respondent shall pay salaries by means of electronic funds transfer or, at the sole discretion of the respondent, the respondent may elect to pay salaries by cash or cheque.

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

**22.8.3** Where payment by electronic funds transfer or cheque is introduced a bank of the employee's choice must be reasonably available in case of electronic funds transfer for the collection of funds, or where payment by cheque is made encashment facilities should be reasonably available.

**22.8.4** An employee who is able to establish genuine hardship caused by electronic funds transfer may apply for another means of payment. If the respondent and the employee is unable to agree on the genuineness of the hardship or on a suitable method of payment the matter may be dealt with under the dispute resolution procedures.

**22.8.5** Where electronic funds transfer is introduced following the date of the coming into force of this provision the respondent shall pay each employee paid by electronic funds transfer, a nominal transaction fee at the rate of 30 cents per fortnight.

Provided that in respect of municipal employees Band 1 to 5 inclusive:

**22.8.5(a)** An employee shall be paid wages due to him/her within forty-eight hours of the termination of his/her employment. Provided that in the event of dislocation of communications rendering this payment impossible, payment shall be made as soon thereafter as possible.

**22.8.5(b)** Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be paid on the date of termination of his/her services.

## **22A. SCHOOL-BASED APPRENTICES**

**22A.1** This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

**22A.2** The hourly rates for full-time junior and adult apprentices as set out in this award shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

**22A.3** For the purposes of 22A.2 above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each

week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

- 22A.4** The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 22A.5** For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 22A.6** The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- 22A.7** School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- 22A.8** These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 22A.9** Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- 22A.10** School-based apprentices shall be entitled pro rata to all of the conditions of employees under this award.

## 23. ALLOWANCES

### 23.1 Employees other than physical/community services employees bands 3 to 8

[23.1.1 varied by [PR919645](#) [PR932180](#) [PR947407](#) corrected by [PR949593](#); varied by [PR959665](#) [PR977139](#) [PR978575](#); [PR983692](#) ppc 01Oct08]

**23.1.1** The following is the general level of allowances payable, or charges levied, listed opposite the clauses referred to elsewhere in this award.

Allowance	Clause no.	Amount
		\$
Bookmobile and housebound disability allowance	23.1.2(a)	5.78
Meal allowance:		
First meal	23.1.3; 23.1.4	16.53
Subsequent meal		10.31
Quarters charge	31.1.2	4.27
Availability allowance	34.7.2	221.35
On call allowance	34.7.1	115.13

### 23.1.2 Library allowances

#### 23.1.2(a) Bookmobile and housebound disability allowance

A Library employee will be entitled to an allowance for each day or part of a day on which she or he is required to operate a bookmobile or a housebound service as shown in 23.1.1 of this clause. This amount will not be part of an employee's salary for the purpose of overtime, other penalty additions or premiums, or any other purpose of this award.

#### 23.1.2(b) Driving licence allowance

**23.1.2(b)(i)** An employee who is appointed to a position in which the performance of his or her duties requires him or her to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to his or her motor vehicle driving licence, will be entitled to reimbursement of any

costs he or she may incur in obtaining such endorsement including reasonable instruction fees.

**23.1.2(b)(ii)** This provision will not extend to the reimbursement of such costs in any case where the employee had obtained the endorsement before the question arose of his/her appointment to a position such as that described in the preceding paragraph of this clause.

#### **23.1.2(c) Excess travelling time and fares**

**23.1.2(c)(i)** Where an employee employed in a regional library service is instructed to commence work and/or to cease work at a place of duty which is not his or her usual place of duty, then:

- The employee will be paid at ordinary time rates for the time spent in travelling between home and the temporary place of work each day to the extent that the time exceeds the time he/she usually spends in getting to work and returning home; and
- The employee will receive the excess of any costs or fares incurred by him or her in so travelling between home and the temporary place of work over the costs or fares incurred in travelling between home and the usual place of work.

**23.1.2(c)(ii)** For the purposes of the above paragraph **costs or fares** means:

- If the employee usually travels to work by public transport and also travels to the temporary place of work by public transport, then the difference between the fares so paid.
- If the employee usually travels to work by car and also travels to the temporary place of work by car, then the difference in kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 23.1.5(c) of this clause for the difference.
- If the employee usually travels to work by public transport and is unable to do so because of the location of the temporary place of work, then the actual kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 23.1.5(c) of this clause less the amount of fares usually incurred. The excess will be calculated in respect of the journey both from home to work and from work to home.

#### **23.1.3 Meal allowance**

**23.1.3(a)** This clause will apply to all employees other than Physical/Community Services employees and Community Services Officers and Recreation Centre Officers.

**23.1.3(b)** Where a meal allowance is payable under this clause, it will be that amount shown in 23.1.1 above, opposite the levels set out below, except where an employee has been advised the day before that he/she will be required to work overtime, then such employee will, subject to further provisions of this clause, not be entitled for the subsequent meal allowance amount shown in 23.1.1 above.

**23.1.3(c)** An employee who is:

**23.1.3(c)(i)** Required to work overtime which is continuous with his/her normal working hours and which extends until after 6.30 p.m. will be granted a meal break at 6.30 p.m. and paid a meal allowance in accordance with 23.1.1 of this clause.

**23.1.3(c)(ii)** Recalled to work overtime after leaving his/her place of employment and:



- Is required to commence overtime before he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two hours work and paid a first meal allowance in accordance with 23.1.1 of this clause; or
- Is not required to commence overtime until after he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four hours such employee will be granted a meal break after four hours work and paid a subsequent meal allowance in accordance with 23.1.1(a) of this clause;

**23.1.3(d)** Required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;

**23.1.3(e)** Required to work in excess of the provisions of 23.1.3(c)(i), 23.1.3(c)(ii) and 23.1.3(d) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour;

**23.1.3(e)(i)** Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.

**23.1.3(e)(ii)** Notwithstanding the provision of 23.1.3(c) and 23.1.3(e)(i) hereof:

**23.1.3(e)(ii)(A)** Meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;

**23.1.3(e)(ii)(B)** Subject to employer approval an employee may elect to work continuously without a meal break, but such employee will not lose any entitlement to the meal allowance(s) specified, except where the provisions of 23.1.3(e)(iii) hereof apply.

**23.1.3(e)(iii)** The provisions of this clause will not apply when the employee can return to his/her place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.

**23.1.3(e)(iv)** For the purposes of this clause, recognised meal times are between noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.

#### **23.1.4 Meal allowance (community services officers and recreation centre officers)**

An employee under this clause will be entitled to a meal allowance and meal break as specified in 23.1.3 where:

**23.1.4(a)** The employee works overtime in excess of one and a half hours which is continuous with his/her ordinary hours; or

**23.1.4(b)** The officer works five hours or more on a day which is not an ordinary working day; and

**23.1.4(c)** In both cases such overtime extends until after a recognised meal break as defined in 23.1.3 above.

**23.1.4(d)** Meal break means an unpaid period between 30 minutes and 45 minutes duration as directed by the employer or such other period as may be agreed between the employee concerned and the employer.

- 23.1.4(e)** The provisions of this clause will not apply when the employee concerned can return to his/her place of residence for the purpose of taking a meal or where a suitable meal is provided by employer.

#### **23.1.5 Expenses accommodation, out of pocket and vehicle**

- 23.1.5(a)** Where an employee is required to travel on duty involving overnight accommodation or where a health and/or meat inspector is appointed only in a relieving capacity or to a position of a casual nature so that he/she cannot reasonably return to his/her home each night, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging. Provided that a health and/or meat inspector who is entitled to such accommodation expenses will also be entitled to one first class return rail fare.

- 23.1.5(b)** All out-of-pocket expenses reasonably incurred by any employee whose duties necessitate travelling on the respondent's behalf will be paid by the respondent. All claims for such expenses will be rendered fortnightly or monthly as directed by the employer and such claims will give particulars of travelling done and expenses incurred in the discharge of official duties. An employer may in connection with any particular claim require that such claim will be supported by statutory declaration.

*[23.1.5(c) varied by [PR919645](#) [PR932180](#) corrected by [PR949593](#); varied by [PR959665](#) [PR977139](#) [PR978575](#); [PR983692](#) ppc 01Oct08]*

- 23.1.5(c)** Where an employee provides his/her own mode of conveyance, by arrangement with the employer he/she will be reimbursed at the kilometre rates:

<b>Vehicles</b>	<b>Cents per kilometre</b>
more than 4 cylinders or 35 power mass units (pmu) and over	96.81
4 cylinders & less or less than 35 power mass units (pmu)	79.77
<b>Motor cycles</b>	
250cc and over	46.61
Under 250cc	35.05
<b>Bicycle</b>	11.56

- 23.1.5(d)** A dispute under this clause may be dealt under 12.2.

#### **23.1.6 Instrument allowance engineers**

- 23.1.6(a)** The respondent will provide all instruments and equipment but in the case where an engineer has instruments or equipment which it is mutually agreed between the respondent and the engineer that the engineer's instruments or equipment will be used, an annual allowance will be paid to the engineer equivalent to 10% of the replacement value of such instruments or equipment.

- 23.1.6(b)** Where the respondent provides instruments and equipment, such instruments and equipment remain the property of the respondent and will be returned to the respondent upon termination.

#### **23.1.7 Physical services/community services employees bands 1 to 5**

##### **23.1.7(a) Employee-in-charge**

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

If an employee (in Band 1 and 2) is authorised to take charge of other employees and is required to:

- Set out work; or
- See that work is carried out, he/she will be paid:

**23.1.7(a)(i)(A)** If in charge of two to six employees \$13.68 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

**23.1.7(a)(i)(B)** If in charge of seven to fifteen employees \$23.20 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

**23.1.7(a)(i)(C)** If in charge of over fifteen employees \$30.71 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

**23.1.7(a)(i)(D)** Provided that any employee-in-charge who is required to perform work with his gang will be paid the wage rate prescribed for his/her classification (if it is the higher) plus the extra rate herein prescribed.

**23.1.7(b) Additional to wages**

**23.1.7(b)(i)** Driver (motor), garbage service \$12.81 per week in addition to the appropriate truck drivers rate.

**23.1.7(b)(ii)** Driver (motor), sanitary service \$19.56 per week in addition to the appropriate truck drivers rate.

**23.1.7(b)(iii)** Employees engaged as the driver operator of a sludge/auto-eductor, mechanical-street sweeper and road-cleansing machine, or water flusher, excavator, road or footpath roller, power grader or tractor, if required by the employer to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment of \$27.37 per week.

**23.1.7(b)(iv)** Where an employee receives the weekly allowance and that employee is unavailable and another employee is required to relieve and perform the task, such employee will receive 40% of the weekly allowance per day of relieving up to a maximum of the weekly allowance.

**23.1.7(b)(v)** Provided that employees who at the date of the coming into force of this provision receive a weekly allowance will not be reduced to a daily allowance.

**23.1.7(c) Industry allowance**

In addition to the rates prescribed in clause 22 - Classification and minimum rates of pay of this award an employee engaged on any of the work specified therein will be paid an allowance at the rate of \$24.09 per week to compensate for any of the following disabilities of the industry, namely, being subject to:

- Climatic conditions when working in the open on all types of work; the physical disadvantage of having to climb stairs or ladders or work in confined spaces;

- Dust blowing in the wind on construction sites and similar disability to employees engaged on maintenance of roadways, footways, etc;
- Sloppy or muddy conditions associated with all types of construction and maintenance;
- Dirty conditions caused by use of form oil or green timber;
- Drippings from newly poured concrete;
- The disability of working on all types of scaffold and the disability of using makeshift appliances having regard to the exigencies of the job;
- The lack of usual amenities associated with factory work.

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

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

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

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

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

- Guard/Gatekeeper;

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

- Caravan Park Attendant;

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

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

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

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

### **23.1.8 Trades allowances**

**23.1.8(a)** In addition to the rates prescribed in clause 22 - Classification and minimum rates of pay of this award, the following trades persons will be paid the undermentioned allowances, where applicable, corresponding to their classification:

<b>Tool allowance</b>	<b>Per week</b>
	<b>\$</b>
Mechanic	17.74
Bricklayer, carpenter	17.74
Plasterer, plumber (registered and unregistered)	17.74
Painter, signwriter	4.59
 <b>Registered plumber's allowance</b>	
Registered plumber only	25.97
 <b>Plumbing trades allowance</b>	
Registered and unregistered plumbers	19.32

**23.1.8(b)** The foregoing allowances will continue to be paid during an employees absence pursuant to clauses 25 - Accident make-up pay, 39 - Sick leave, 40 - Jury service, 41 - Annual leave and leave loading, and 42 - Public holidays only. In the case of other absences the allowances will be paid on a pro rata basis.

### **23.1.8(c) Licence allowance**

**23.1.8(c)(i)** A registered plumber who is required in writing by his/her employer to act on his/her plumbers licence during the course of his/her employment will be paid in addition, 88 cents per hour for every hour of his/her employment whether or not he/she has in any hour acted on his/her licence.

**23.1.8(c)(ii)** Acting on his/her plumbers licence will mean signing of notices and assuming responsibility to relevant authorities.

### **23.1.9 Special rates**

#### **23.1.9(a) Wet pay**

**23.1.9(a)(i)** If an employee is required to work in a wet place or in heavy rain he/she will be provided with gum boots or waterproof leggings (or both where appropriate), waterproof coat and suitable head covering where necessary so as to protect him/her from getting wet.

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

#### **23.1.10 Dead animals**

- 23.1.10(a)** An employee removing and destroying or burying any dead animal or animals specified herein will be paid an additional amount in respect of any day on which such duty was carried out.
- 23.1.10(b)** Such additional amount will be according to the following scale irrespective of the number handled:
 

Horses, cattle, pigs and animals of similar size	\$	6.49
Sheep and animals of similar size	\$	4.14
Dogs, cats and animals of similar size	\$	1.72
Fish in quantities	\$	8.45
- 23.1.10(c)** Where more than one of the above classes of animals is dealt with on any day the amount payable will be that prescribed for the highest paid class of animal so dealt with.

#### **23.1.11 Child care workers**

##### **23.1.11(a) Meal allowance - child care workers**

- 23.1.11(a)(i)** An employee will be supplied with an adequate meal where an employer has his own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:
- 23.1.11(a)(ii)** Where required to work after the usual finishing hour of work beyond one hour \$16.53. Provided that where such overtime work exceeds four hours a further meal allowance of \$10.31 will be paid.
- 23.1.11(a)(iii)** Where required to work more than five hours overtime on a Saturday or a Sunday \$16.53 and a further \$10.31 when required to work more than nine hours on such day.

**23.1.11(a)(iv)** These foregoing provisions will not apply when an employee could reasonably return home for a meal within the period allowed.

**23.1.11(a)(v)** On request meal money will be paid on the same day as overtime is worked.

**23.1.11(b) Uniforms and protective clothing - child care workers**

**23.1.11(b)(i)** Where an employer requires an employee to wear a uniform it will be provided and laundered free of cost to the employee.

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

**23.1.11(b)(iii)** The employer will provide all necessary protective clothing.

**23.1.12 Handling infected materials**

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

**23.1.12(b)** An employer will, at his/her own expense, provide the employee with proper disinfectants or acids.

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

**23.1.13 Hot places**

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

**23.1.14 Seasonal allowance watering**

Where a greenkeeper, groundsperson or nurseryperson is required by the employer to return to work on a Saturday or Sunday from December 1 to April 30 inclusive for the purposes of watering only, such greenkeeper, groundsperson or nurseryperson will be paid a seasonal allowance of \$33.54 per week extra and will be paid for the entire period from December 1 to April 30 inclusive. If such greenkeeper, groundsperson or nurseryperson is required to return to work for any other purpose either on a week day or a Saturday or Sunday, the provisions of clause 34 - Overtime (and) work performed on Saturdays, Sundays and Public Holidays of this award will prevail.

**23.1.15 Protective clothing**

**23.1.15(a)** Where employees engaged in:

- Handling bituminous materials, creosote, weedkiller, garbage or sanitary pans, or who are employed in an abattoir or a saleyard;
- Pruning or pollarding trees or cutting blackberries;

- Regular maintenance of mechanical equipment involving the handling of grease or oil soiled component parts of mechanical equipment; or
- The handling of cement frequently or for any period in excess of one hour;
- Work at a sewerage treatment plant in close proximity to raw sewage; or
- Cleaning effluent channels or cleaning sewerage blockages;

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

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

#### **23.1.16 Camping**

- 23.1.16(a)** An employee who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, will be paid a camping allowance of \$9.63 per day or \$48.25 per week of five days as a camping allowance in addition to his/her prescribed wages.
- 23.1.16(b)** At the end of each working week the employee shall be allowed to return to his/her home and in such cases all the time reasonably required for travelling to and from his/her home beyond five kilometres shall be treated as time of duty in addition to the time of actual working.
- 23.1.16(c)** For the purposes of this clause a working week shall be deemed to commence at the normal starting time on a Monday and terminate at the ordinary finishing time on a Friday, provided that the employer shall have the right to require an employee to work reasonable overtime at weekends.
- 23.1.16(d)** An employee shall be paid at the appropriate rate for time occupied in shifting camp and removing plant and equipment.

#### **23.1.17 First aid allowance**

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

#### **23.1.18 Meal allowance**

When an employee is entitled to a rest period under 34.3.9 the employer will pay a meal allowance of \$16.53 for the first meal and \$10.31 for the second and subsequent meals.

#### **23.1.19 Transport allowance**

- 23.1.19(a)** Where an employee is required by an employer to travel on behalf of the employer that employee will be reimbursed the expenses incurred by using the public transport nominated by the employer for such travel.
- 23.1.19(b)** Provided however that where by mutual agreement between that employee and the employer the employee provides his/her own vehicle that employee will be paid an allowance in accordance with the rates determined from time to time as per 23.1.5(c) above.



- 23.1.19(c)** An employee will not be required to carry fuel, material, other employees or tools (other than used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, nor will he/she be required to draw a trailer behind such motor car.
- 23.1.19(d)** Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.63 cents per kilometre.
- 23.1.19(e)** Where a Home Carer is required to travel between two or more service points in any one day he/she will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.
- 23.1.19(f)** For the purposes of this subclause reimbursement of travel expenses will be in accordance with the above.
- 23.1.19(g)** Where an employee is instructed to commence work and/or to cease work at a place which is not his/her usual starting point and such employee incurs additional costs then such employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employees home and usual starting point.
- 23.1.19(h) Fares allowance (sewerage employees only)**  
Where an employee resides more than 1.6 kilometres from a sewerage treatment works, he/she will be paid an additional \$5.31 per week unless transport is provided by the employer.

#### **23.1.20 Disability rates (sewerage employees only)**

- 23.1.20(a)** In addition to the rates elsewhere prescribed in this award, disability rates will be paid in accordance with the following, but will not be cumulative:
- An employee working at a sewerage treatment plant who is in close proximity to raw sewerage or sludge - \$10.69 per week.
  - An employee employed at work other than at a sewerage treatment plant - \$2.17 per week.
- 23.1.20(c)** Where an employee is required to do work of an unusually offensive nature in grass filtration or pasture areas, entering or cleaning out sewerage distribution or effluent channels or digestion tanks or septic tanks, he/she will be paid a disability rate of \$10.69 per week or \$2.12 per day, or part of a day, in lieu of the disability rate of \$10.69 per week as provided above.
- 23.1.20(d)** The final decision as to what constitutes work of an unusually offensive nature will rest with the appropriate manager.
- 23.1.20(e)** Where an employee in any of the classifications specified in clause 22 - Classification and minimum rates of pay is required to enter and manually remove sludge from sedimentation tanks, or syphons, or other similar confined spaces, he/she will be paid a disability rate of \$26.73 per week or \$5.35 per day in lieu of the disability rate for his classification as prescribed otherwise herein.

## **24. HIGHER DUTIES/MIXED FUNCTIONS**

### **24.1 Employees bands 1 to 5 (physical/community services)**

- 24.1.1** An employee directed by the employer to perform for the whole of the day duties carrying a higher rate of pay than is provided for within his/her classification Band unless otherwise

specified in this award will be paid while undertaking such duties at the commencement level of the higher classification Band except where particular levels within Bands are provided for specified positions e.g. vehicle drivers.

**24.1.2** For the purposes of this clause a day will be defined as:

- For full-time employee/s the ordinary hours of work as required for that particular work section where the higher duties are being performed.
- For part-time and casual employee/s higher duties will apply for actual hours worked provided that such duties are undertaken for more than two hours on any day.

## **24.2 Employees other than physical/community services employees bands 3 to 8**

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

## **24.3 Child care workers**

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

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

For the purposes of this clause, the duties of any employee will be determined by reference to clause 22 - Classification and minimum rates of pay of this award and his or her job description.

# **25. ACCIDENT PAY**

## **25.1 Employees bands 1 to 8 and senior executive officers**

The conditions under which an employee qualifies for accident pay will be as prescribed below:

- 25.1.1** An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.
- 25.1.2** 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 *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the employee's appropriate 38 hour award rate or in the case of a part-time employee the pro rata award rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said award or pro rata rate for that period.
- 25.1.3** An employer will pay or cause to be paid accident pay as defined in 25.1.2 hereof during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.

- 25.1.3(a)** Child Care Workers will receive the same provisions as in 25.1 above, except they are entitled to an accident make up pay period of 39 weeks in the aggregate.
- 25.1.4** The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 25.1.5** In the event that the employee receives a lump sum in redemption of weekly payments the liability of the employer to pay accident pay will cease from the date of such redemption.
- 25.1.6** Notwithstanding the provisions of this clause:
- The liability to pay accident make-up pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period.
  - Where an employee had given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 26 weeks whichever is the lesser period.

## 26. SUPERANNUATION

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds.

### 26.1 All employees

#### 26.1.1 Employer's contributions

- 26.1.1(a)** The Employer will meet its obligation to pay superannuation under the *Superannuation Guarantee (Administration) Act 1993 (SGA Act)* and related legislation.
- 26.1.1(b)** **Ordinary time earnings** for the purposes of the SGA Trust Deed will mean an employee's salary as defined from time to time in the Local Authorities Superannuation Act.
- 26.1.1(c)** Superannuation will be paid to Local Authorities Super or where agreed by the employer and a majority of Employees into another fund in accordance with the provisions of the Trust Deed.

### 26.2 Casual employees only

#### 26.2.1 Coverage

This subclause covers the provision of superannuation for all casual employees engaged by a respondent employer to this award.

#### 26.2.2 Definition

For the purpose of this subclause:

- 26.2.2(a)** **Casual employee** means a person engaged by a respondent employer on the same terms as set out in clause 15 - Types of employment of this award.
- 26.2.2(b)** **The Fund** means the Local Authorities Superannuation Fund.
- 26.2.2(c)** **Financial year** means the period from 1 July in one year to 30 June the following year.

### **26.2.3 Employer contribution to superannuation**

Subject to the rules of the Fund, a respondent employer must contribute in respect of each casual employee who has ordinary time earnings of not less than \$450 per month, such contributions as are required to comply with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992*, as amended from time to time.

### **26.2.4** Notwithstanding the requirements of 26.2.3 above, a respondent employer will contribute to the Fund 3% of ordinary time earnings for casual employees who earn not less than \$1200 per annum.

Provided that:

- The \$1200 per annum is calculated over each financial year;
- Each financial year stands alone;
- After a casual employee qualifies for employer contributions, such contributions will be made from the beginning of the current financial year.

### **26.2.5** This subclause will operate from the first pay period to commence on or after 1 July, 1994.

## **27. TOOLS/INSTRUMENTS**

Tools and instruments required by employees other than those usually provided by tradespersons where all are not provided by the employer, an allowance to reimburse the costs of providing the tools will be paid.

## **28. UNIFORMS/PROTECTIVE CLOTHING**

**28.1** This clause applies to employees other than Physical/Community Services employees only.

**28.2** Where uniforms and protective clothing are not issued by the respondent to employees whose duties necessitate the wearing of uniforms and protective clothing, and on such scale as is reasonably required, an appropriate allowance will be paid. In the event of disagreement as to such issue or such scale, the matter will be resolved in accordance with the dispute settling procedures as set out in clause 12 - Consultation and dispute resolution procedures, of this award. Uniforms and protective clothing provided by the employer remain the property of the respondent and will be returned by the employee upon request on termination.

## **29. LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES**

This clause applies to Employees Bands 1 to 5 (Physical/Community Services) only.

**29.1** The employer will be responsible up to a maximum of \$419.12 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.

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

**29.3** 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.

Provided further that this subclause will not apply when an employee is entitled to Worker's Compensation in respect to the damage.

## **30. BOARD AND LODGING**

This clause applies to Employees Bands 1 to 5 (Physical/Community Services) only.

Where an employee is sent from his/her usual place of employment and is required to remain away from home, he/she will be paid travelling time and all reasonable expenses associated with such travel.

## **31. QUARTERS**

### **31.1 Employees other than Physical/Community Services Employees bands 3 to 8 only**

- 31.1.1** Where it is proposed that an employee reside in an employers quarters the respondent will state in writing whether or not such residence is required for the effective performance of the employee's duties.
- 31.1.2** Where it is stated by the respondent in writing that the employee is required to reside in a respondent's quarters for the effective performance of his/her duties then the rental charged for such quarters will not exceed the amount shown as Quarters Charge in 23.1.1 of this award.
- 31.1.3** Where it is stated by the respondent that the employee is not required to reside in a respondent's quarters for the effective performance of his/her duties then there will be no compulsion on the employee to reside in the respondent's quarters. However if the employee does reside in a respondent's quarters, then the provisions of 31.1.2 will not apply and the rental charged will be determined between the respondent and the employee.
- 31.1.4** The coming into operation of this clause with the exception of the rental charge specified in 32.1.2 will not affect the existing rights or obligations of employees or respondents.

### **31.2 Employees bands 1 to 5 (Physical/Community services) only**

- 31.2.1** If an employer requires an employee to occupy quarters for caretaking purposes, no rental will be charged.
- 31.2.2** Caretaking duties will not be deemed to include a requirement that an employee will remain constantly in the quarters or nearby during Saturdays, Sundays, public holidays or annual leave.
- 31.2.3** Caretaking duties performed by an employee will not be regarded as time worked for the purposes of this award.
- 31.2.4** Caretaking duties will not involve any manual labour outside the employee's normal hours of duty.
- 31.2.5** Any dispute as to what constitutes caretaking duties will be determined as per the requirements of clause 12 - Consultation and dispute resolution procedures.

## **32. VEHICLE HIRE**

This clause applies to Employees Bands 1 to 5 (Physical/Community Services) only.

- 32.1** An employee who supplies and drives his/her own vehicle for patrol work or other than patrol work, will be paid the appropriate weekly rate of wage and allowances as prescribed by clause 22 - Classification and minimum rates of pay of this award plus:
  - Hire rates as determined from time to time by VicRoads as applicable to Employer owned plant when used on works which are subsidised by VicRoads; and
  - The cost to the employee of the fuel used on such work.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK**

### **33. ORDINARY TIME HOURS OF WORK**

### **33.1 Standard engagement**

Save for casual and part-time employees and the later provisions of this clause, the ordinary hours of duty will be 38 per week to be worked between 6.00 a.m. and 6.00 p.m. on Monday to Friday (both inclusive) with a break of not less than 45 minutes or more than one hour for lunch between noon and 2.00 p.m. Provided that by agreement between the employer and employee(s) the minimum lunch break may be reduced to 30 minutes.

- 33.1.1** The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by the respondent either generally or for particular employee(s) according to work requirements from time to time.
  - 33.1.2** Where circumstances arise which necessitate the requirement for an earlier start or later finish than the normal spread of hours by agreement between the employee and the respondent the ordinary hours of duty may extend beyond the above spread of hours.
  - 33.1.3** Notwithstanding any other provisions of this clause where an employee works in a centre or work location in which the spread of hours is different from that specified in 33.1 hereof, he/she may be required to work in accordance with the hours specified in that centre or work location.
  - 33.1.4** Subject to the further provisions of this award and agreements existing at the time of the coming into force of this provision the ordinary hours of work will not exceed eight hours in any one day.
- 33.2** Where the duties appertaining to any special office within a Water Board, Waterworks Trust or Sewerage Authority cannot be carried out within the hours specified in 33.1 above, the employee holding such office will not be required to work a greater number of hours than those specified in 33.1 above.
- 33.3** Notwithstanding the provisions of 33.1, upon the consent of the respondent and then by written agreement between the respondent and the employee and/or employees concerned following consultation the ordinary hours of duty of any employee or any employees other than those specified elsewhere may be worked at any time on any days, Monday to Friday inclusive.
- 33.3.1** Provided that 38 such ordinary hours are not exceeded in any one-week period or 76 such ordinary hours are not exceeded in consecutive two week periods or 114 such ordinary hours are not exceeded in any consecutive three week period, or 152 such ordinary hours in consecutive four week periods commencing from a date specified in the agreement. Provided such agreement may permit the working of at least one late night per week where the respondent considers this necessary.
  - 33.3.2** The appropriate Union or Unions will be supplied with a copy of the agreement.
  - 33.3.3** Nothing in this clause will affect the rights of any party to the award to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the dispute settlement procedures in this award.
  - 33.3.4** The agreement pursuant to this subclause may be varied by a further written agreement between the parties or may be terminated by one calendar month's notice given by either the employee and/or employees concerned or the respondent.
  - 33.3.5** Where such an agreement provides for a Rostered Day Off within the specified work cycle period, such Rostered Day Off may be staggered and/or be on any day Monday to Friday.
  - 33.3.6** Where 48 hours notice is given an employee may be required to work on his/her scheduled rostered day off. Such employee(s) will do so with no additional payment for that day but will be granted equal time off at a mutually agreed time within the following work cycle period or at some other mutually agreed time, without loss of pay. In the absence of 48 hours notice an employee may agree to work on his/her rostered day off subject to the conditions which would have prevailed had 48 hours notice been given.

- 33.3.7** Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, such employee will be paid for the hours worked at the appropriate overtime rate.
- 33.3.8** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.3.9** Should there be any change made to the rostered hours of any employee under the above agreement, such employee will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected.
- 33.3.10** Where the amount of notice provided has not been given, the employee working his/her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered. Provided that the provision as to overtime payment appearing in this subclause will not apply where the alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control or for which the respondent could not reasonably be held responsible.
- 33.4** The hours of duty of employees having other employees under their immediate supervision will be the same as the ordinary hours of the employees under their immediate supervision and any time worked in excess of such ordinary hours will be paid for at overtime rates.
- 33.5** The hours of work for all employees will be continuous except for meal-breaks
- 33.6** Where an employee as a result of his/her own actions works less than 38 hours a week, he/she will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.
- 33.7** The commencing times within the spread of hours as laid down in subclause 33.1 of this clause and the meal period applying at the date of this award will not be altered without the employee's receiving one week's notice of the employer's intention so to do unless by mutual agreement.
- 33.8 Specific engagement (employees other than physical/community services employees only)**
- 33.8.1 Hallkeepers**
- The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).
- 33.8.2** The spread of hours during which a hallkeeper will perform his/her duties will be the subject of mutual arrangement between the respondent and the employee concerned.
- 33.8.3** By written agreement between a respondent and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.
- 33.8.4** Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with 33.8.2 and 33.8.3, he/she will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.8.5** The provision as to overtime payment appearing in 33.8.4 of this subclause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

- 33.8.6** Work performed in addition to ordinary hours as provided in 33.8.2, 33.8.3, 33.8.4 and 33.8.5 will be paid for at the appropriate overtime rate prescribed by this award.
- 33.8.7** Any dispute arising under this subclause in which the parties concerned are unable to reach a satisfactory accommodation may be dealt with under the dispute resolution procedure.

### **33.9 Library employees**

- 33.9.1** The ordinary hours of duty of employees employed in a municipal library will be as prescribed in 33.1 or 33.3 of this clause, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this award.
- 33.9.2** Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in 33.10 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.
- 33.9.3** Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed between an employee, the employees affected or the Australian Services Union.

### **33.10 Library rosters**

- 33.10.1** Where employees are required to work their 35 ordinary hours prescribed in 33.9.1 of this subclause according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.
- 33.10.2** Should there be any change made to the rostered hours of any library employee appearing in such roster, he or she will be advised of the change at least 48 hours in advance of the time at which such change is to be effected. Where that amount of notice has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.
- 33.10.3** The provision as to overtime payment appearing in 33.10.2 of this subclause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.
- 33.10.4** Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the requirements of clause 12 - Consultation and dispute resolution procedures of this award.

### **33.11 Inspectorial**

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



- Traffic Inspector;
  - Other Inspector however titled.
- 33.11.2** All of the above however titled, will be 38 per week, to be worked in five days of not more than eight hours per day, Monday to Friday inclusive. The ordinary hours on any day will be worked continuously except for a meal break between 7.00 a.m. and 6.30 p.m. The starting and finishing times of ordinary work on any day within such daily spread of hours will be as determined by the employer either generally or for particular employees according to work requirements from time to time.
- 33.11.3** Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7.00 p.m. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with clause 12 - Consultation and dispute resolution procedures.
- 33.12 Employees, other than physical/community services employees engaged in community services**
- 33.12.1** The ordinary hours of duty for employees who are engaged by the respondent to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and/or who is primarily concerned with the social and living standards in the community will be:
- 33.12.2** 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
- 33.12.3** According to a roster agreed upon between the employer and/or employees and the employer, provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods.
- 33.12.4** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.12.5** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.12.6** The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement, and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.
- 33.13 Employees, other than physical/community services employees engaged in recreation centres**
- 33.13.1** The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:
- 38 per week to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
  - a roster may be agreed upon between employees and/or an employee and the employer such that the ordinary working hours will not exceed 76 such ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods.

- 33.13.2** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified for that roster for that day.
- 33.13.3** Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.13.4** The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control for which the respondent could not reasonably be held responsible.

**33.14 Physical/community services employees engaged in sanitary or garbage collections or disposal**

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

**33.15 Child care workers**

The hours for an ordinary weeks' work will be an average of 38 to be worked between the hours of 6.30 a.m. and 6.30 p.m. as follows:

- 33.15.1** The method of implementation of the 38 hour week may, for weekly employees, be any one of the following:
- By employees working less than eight ordinary hours each day; or
  - By employees working less than eight ordinary hours on one or more days each week; or
  - By fixing one week day on which all employees will be off during a particular work cycle; or
  - By rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle;
  - Provided that the employer and an employee may by agreement accrue stored days off to a maximum of twelve days and such days so accrued will be taken at a time or times mutually agreed upon.
- 33.15.2** In each centre an assessment should be made by the employer and the employee as to the appropriate method of implementation of a 38 hour week.
- 33.15.3** In the absence of agreement being reached at the centre of the implementation of 38 hour week, such matter may be referred to a Board of Reference for resolution.
- 33.15.4 Notice of days off**
- Except as provided in 33.15.5 hereof, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with 33.15.1 above is entitled to a day off during a work cycle, such employee will where possible be advised by the employer at least four weeks in advance of the week day he/she is to take off.
- 33.15.5 Substitute days**
- 33.15.5(a)** An individual employee may, with the agreement of the employer, substitute the day to be taken off for another day.

- 33.15.5(b)** Where a public holiday coincides with a rostered day off, as prescribed by 33.15.1 of this clause, an employee so affected will have such day substituted by another day in such cycle or as soon as practicable thereafter.
- 33.15.5(c)** Where the system of working provides for the taking of rostered day off the maximum number of rostered days off will be thirteen in any one calendar year, provided that one of the rostered days will be so arranged to include a period of annual leave.
- 33.15.5(d)** Where a rostered day off coincides with a period of bereavement leave, long service leave, workers compensation, accident pay, sick leave, annual leave, or special leave granted by the employer, no additional or substitute day will be granted so as to effect double counting.

**33.15.6 Preparation time**

A qualified full-time employee at Band 4 or above who is appointed by the employer to be responsible for the implementation of the planned program for the children in the Centre will be entitled to two hours per week preparation time. Such time will be taken at a time agreed by the employer and will be free from other duties.

**33.15.7 Rosters**

A roster setting out employee's weekly and daily working hours, time of commencing duty, meal intervals time off duty and the time of ceasing duty will be posted or affixed in some conspicuous part of the premises in which persons covered by this section of the award are employed, where it may be readily seen by such employees and the Secretary of the Australian Services Union. At least three days notice will be given before any alteration is made to the roster.

**33.15.8 Examination leave**

Employees will be granted leave with full pay in order to travel to, and attend child care examinations approved by the education institution. Provided that when an afternoon examination is scheduled, an employee will be allowed the morning for examination study if so required by the employee.

**33.16 Special engagement (physical/community services employees only)**

**33.16.1 Definitions**

- 33.16.1(a) Ordinary rate** (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by clause 22 - Classification and minimum rates of pay of this award plus 25% for special engagement together with the industry allowance where applicable.
- 33.16.1(b) Employee** in this Part of this clause will mean any of those employees specified in 33.16.1 hereof who are specifically employed under this Part of this clause and not under 33.1, 33.8 or 33.15.
- 33.16.1(c) Part-time employee** in this Part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this Part of this clause for the ordinary rate of his/her classification, and he/she will be entitled to sick leave and annual leave on a pro rata basis in accordance with the hours worked in performance of such duties.
- 33.16.1(d)** A part-time employee who would have, as a part of his/her normal working pattern, worked on a public holiday will receive a pro rata payment for that holiday commensurate with the number of hours normally worked.
- 33.16.1(e)** Deleted

**33.16.1(f) Casual employee** in this Part of this clause means an employee specifically engaged as such and who in addition to the ordinary rate prescribed by 33.17.1 of this subclause receives a 25% loading for casual employment (which is in lieu of payment for annual leave, sick leave and public holidays) for time worked during ordinary hours.

**33.16.1(g)** Deleted

### **33.17 Ordinary hours of duty**

**33.17.1** Notwithstanding the provisions of 33.1, 33.8 and 33.16 of this clause, the ordinary hours of duty of employees in the following categories of employment may be in accordance with 33.16.1(a) to 33.16.1(e) inclusive of this Part of this clause, or else in accordance with 33.1, 33.8 or 33.16 of this clause.

- Assistant Hall Keepers, Baths/Swimming Pool/Recreation Centre Attendants, Caravan Park Attendants, Chauffeurs, Cleaners, Community Services Employees, Gatekeepers, Groundspersons, Market Employees, persons engaged in preparation and/or distribution of meals-on-wheels and in elderly citizens clubs, Plant Operators working at a tip, Public Convenience Attendants, Tip Attendants, Guard and Weigh Bridge Attendants and such other classifications as may be agreed between the employer and the Union.

**33.17.2** In the case of a full-time employee, 38 hours per week to be worked not more than eight hours per day in continuous periods (except for a meal-break) on any five consecutive days of the calendar week; or

**33.17.3** In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer; provided that the ordinary hours fixed by any such roster will not exceed 38 in any one-week period, or alternatively 76 in any consecutive two-week period, or alternatively 114 in any consecutive three-week period, or alternatively 152 in any consecutive four-week period. The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified by that roster for that day. Rosters may only be altered on three weeks notice by the employer or by agreement between the employer and employee.

**33.17.3(a)** Where rosters are based in accordance with the above provision the individual needs of the employer will be taken into account so that the services of the employer are not curtailed; accordingly rostered days off may be staggered, and further may accumulate and be taken at such time(s) as agreed between the employee and the employer.

**33.17.3(b)** If agreement on a roster cannot be reached between the employee or employees directly concerned and the employer, the matter may be dealt with under the dispute resolution procedure.

**33.17.4** In the case of part-time employees, according to times agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned and the employer. Provided that ordinary hours will not exceed eight on any day.

**33.17.5** In the case of casual employees, will not exceed 38 per week. Provided that ordinary hours will not exceed eight on any day.

### **33.18 Overtime**

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by 33.17.2 or 33.17.3 of 33.17 of this Part of this clause will be payable at the rate of time and half for the first two hours and double time thereafter on Monday to Saturday inclusive and at a rate of double time on Sunday. Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours worked exceed eight in any day.

### **33.19 Public holidays**

- 33.19.1** Employees required to work on public holidays in excess of their ordinary hours of duty will be paid at the rate of double time and a half for all time so worked.
- 33.19.2** Notwithstanding anything elsewhere contained in this award, employees who pursuant to 33.17.2 or 33.17.3 of 33.17 of this Part of this clause work on public holidays prescribed in clause 42 - Public holidays of this award as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.
- 33.19.3** Where an employee is rostered off on the day on which a public holiday falls, that employee will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.
- 33.19.4** Provided that, where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to an additional day as provided in the clause 33.19.3 hereof.
- 33.19.5** Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day.
- 33.20 Shift work**
- 33.20.1 Employees other than physical/community services employees bands 3 to 8**
- This clause does not apply to Community Services Officers, Recreation Centre Officers, or Hallkeepers whose ordinary hours are 38 per week, or to Library Employees whose ordinary hours of work are 35 per week, Monday to Saturday noon. However, this shiftwork clause may be applied in circumstances where Hallkeepers and Library Employees referred to above agree to work their ordinary weekly hours inclusive of Saturday and/or Sunday work.
- 33.20.2** Employees working shift work will work in accordance with the following minimum provisions:
- A day shift starting at 7.00 a.m. or later no penalty.
  - Afternoon shift finishing after 7.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday.
  - Rotation of shifts.
  - For shifts on a Saturday, a penalty of 50%, for shifts on a Sunday, a penalty of 100% and for shifts on a public holiday, a penalty of 150%.
  - Unpaid meal breaks where the employee is allowed to leave the premises, or in the case of an employee to be at work for a full shift, a crib break of at least half an hour.
  - All shift rosters for other than Monday to Friday work will be as agreed with the Australian Services Union.
- 33.20.3** The ordinary hours of duty of employee(s) working shift work will be:
- 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or
  - According to a roster agreed upon between the employee and/or the employees and the respondent provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week period or 152 in any consecutive four week period.

- 33.20.4** The ordinary hours of duty of an employee on any day when he/she is rostered for work will be the hours specified by that roster for that day.
- 33.20.4(a)** Should there be any change made to the rostered hours the employees concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.20.4(b)** The provision as to overtime payment appearing above will not apply where alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor.
- 33.20.5** Notwithstanding the provisions of this clause, agreements to work shift work existing at the time of the coming into force of this provision may continue to operate.
- 33.20.6** An employee employed by a respondent prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the respondent with an acceptable reason as to why such employee is not prepared to work shift work than the matter may be dealt with by a Board of Reference.

### **33.21 Physical/community services employees bands 1 to 5**

This subclause will apply only to employees employed by water and sewerage authorities. However, by agreement between an employer and employees or the union, this subclause may be extended to employers.

**33.21.1** For the purpose of this part of this clause:

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

#### **33.21.2 Hours continuous work shifts**

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

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

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

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

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

### **33.21.3 Hours other than continuous work**

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

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

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

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

### **33.21.4 Rosters**

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

### **33.21.5 Variation of agreement**

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

**33.21.5(b)** The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the employees representative to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

### **33.21.6 Afternoon or night shift allowance**

**33.21.6(a)** A shift worker whilst on afternoon or night shift will be paid for such shift 15% more than his ordinary rate.

**33.21.6(b)** A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop will be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof, in addition to his ordinary rate.

**33.21.6(c)** An employee who:

- During a period of engagement on shift, works night shift only; or

- Remains on night shift for a longer period than four consecutive weeks; or
- Works on a night shift, which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each shift cycle,

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

#### **33.21.7 Saturday work**

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday will be time and a half. This extra rate will be in addition to the shift premium prescribed in 33.21.6 hereof.

#### **33.21.8 Overtime**

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

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

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

#### **33.21.9 Reasonable overtime**

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

#### **33.21.10 Sundays and public holidays**

**33.21.10(a)** Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or public holiday will be paid as follows:

- Sundays at the rate of double time;
- Public holidays as prescribed by clause 42 - Public holidays at the rate of double time.

**33.21.10(b)** Shift workers on other than continuous work for all time worked on a Sunday or public holiday will be paid at the rates prescribed by clause 42 - Public holidays of this award.



- 33.21.10(c)** Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.
- 33.21.10(d)** Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.
- 33.21.10(e)** The rates prescribed herein will be in addition to the shift premium prescribed in 33.21.6 hereof; provided that such rates will not be cumulative beyond twice the ordinary rate of wage.
- 33.21.11** Where a relieving filtration plant operator on seven days shift work is rostered off duty on a holiday, such employee will be allowed a day off in lieu thereof at a time to be agreed between the parties concerned, or failing agreement will be allowed an additional day of annual leave.
- 33.22.1 Shift provisions**
  - 33.22.1(a)** An employee whose rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. will be paid a shift work loading of 2.5% of their classification each rostered period of duty.
  - 33.22.1(b)** Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of their classification each rostered period of duty. Any employee permanently working such rostered hours i.e. a period in excess of four consecutive weeks, will be paid a shift loading of 5% of their classification each rostered period of duty.
  - 33.22.1(c)** Provided where in the absence of agreement an employee who is changed from working one shift to working another shift of which the commencement time differs by four hours or more will be paid an additional amount of 4% of their classification for that occasion.
  - 33.22.1(d)** Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.
  - 33.22.1(e)** In the case of a junior working shift work the rate for calculation of shift allowance will be first year adult Child Care Worker.

## **34. OVERTIME (AND) WORK PERFORMED ON SATURDAYS, SUNDAYS AND PUBLIC HOLIDAYS**

### **34.1 Full-time employees**

This clause will apply to all employees other than those Senior Executive Officers specified in 34.6 - specific conditions of employment, employees covered by the special engagement and shiftwork, provisions of clause 33 - Ordinary time hours of work, and those employees where it is customary for them to return to their place of employment on any day to perform a specific task which is outside their ordinary working hours. In this latter situation payment will be at the ordinary rate of pay if the time worked is one hour or less on each occasion.

#### **34.1A Reasonable overtime**

- 34.1A.1** Subject to clause 34.1A.2, an employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The employer's requirement for an employee to work overtime must be reasonable.

**34.1A.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

**34.1A.2(a)** Any risk to employee's health and safety;

**34.1A.2(b)** The employee's personal circumstances including any family responsibilities;

**34.1A.2(c)** The need of the workplace or enterprise;

**34.1A.2(d)** The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

**34.1A.2(e)** Any other relevant matter.

## **34.2 Overtime: employees other than physical/community services employees**

The provisions of clause 34.2 apply to all employees other than physical/community services employees, excepting senior executive officers, community services officers and recreation centre officers and is to be read in conjunction with clause 34.7 hereof.

**34.2.1** Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, in accordance with clause 33 - Ordinary time hours of work, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that employees whose ordinary hours of work are prescribed by 33.4, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.

**34.2.2** All time worked on a Saturday, other than by library employees who work a 35-hour week in accordance with the provisions of 33.9 of this award, will be overtime and will be paid for in accordance with 34.2.1 of this clause with a minimum payment as for three hours worked.

**34.2.2(a)** Employees employed in a Municipal library who work a 35-hour week in accordance with the provisions of 33.9 of this award will, when they work after 12 noon on a Saturday, be paid at the rate of time and a half for the first two hours and double time thereafter.

**34.2.3** All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.

**34.2.4** All time worked on a public holiday as prescribed by clause 42 - Public holidays, will be overtime and, subject to 42.2 of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:

**34.2.4(a)** For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.

**34.2.4(b)** For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.

**34.2.5** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

**34.2.6** An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be

released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

**34.2.6(a)** An employee, other than an engineer, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 34.7.1 or 34.7.2 hereof, in which case he/she shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.

**34.2.6(b)** Provided that where an employee is recalled to work in accordance with 34.7.1 and 34.7.2 of this clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until he/she has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

**34.2.6(c)** If such employee is instructed to resume or to continue work without having had such ten consecutive hours or eight consecutive hours off duty as the case may be, she/he will be paid at double ordinary rates until released from duty for such period and she/he will then be entitled to be absent until she/he has had ten consecutive hours or eight consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.

**34.2.7** As agreed between the parties, time off during working hours equivalent to one and a half times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the respondent. Provided further that, at the discretion of the respondent, such equivalent time off may be taken consecutively with a period of annual leave.

**34.2.8** An employee who is required by management to attend an Employer meeting and, who finishes duty later than midnight will be released from all further duty on the following morning and until his normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty. Subject to 34.2.7, such an employee will be paid overtime for such duty in accordance with 34.2.1 to 34.2.4 of this clause. Subclause 34.2.6 of this clause will apply to such other employee who is required to attend an Employer or Employer Committee meeting and who finishes duty before midnight.

**34.2.9 Employees engaged in community services**

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

**34.2.10 Overtime will be paid at the following rates**

Overtime performed in excess of, or outside the employee's ordinary hours of duty as prescribed by 33.13.1, 33.13.2 and 33.13.3 of clause 33 - Ordinary time hours of work, will be payable at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday, and at the rate of double time and a half on public holidays.

**34.2.11 Time off in lieu**

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

**34.2.12 Employees engaged at recreation centres**

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

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

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

**34.2.13 Time off in lieu**

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

**34.3 Overtime – physical/community services employees**

The provisions of clause 34.3 apply to all physical/community services employees.

**34.3.1 Except as otherwise provided by 34.7 of this award**

**34.3.1(a)** All work performed in excess of or outside the employee's ordinary hours of duty as prescribed by clause 33 - Ordinary time hours of work, of this award will be payable at the rate of:

- 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.
- Subject to 34.3.4(b) of this clause, double time after Saturday noon:
- Double time all day Sunday.

**34.3.1(b)** In computing overtime each day's work will stand alone.

**34.3.1(c)** Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by Part A of clause 33 - Ordinary time hours of work, of this award and for work performed outside this spread.

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

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

**34.3.3(a)** An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after the completion of such

overtime until he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

**34.3.3(b)** If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double the ordinary rate until he/she is released from duty for such period, and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**34.3.3(c)** Where an employee is recalled to work in accordance with 34.3.4 of this clause and such work does not exceed three hours, 34.3.3, 34.3.3(a) and 34.3.3(b) above, will not apply.

**34.3.4** An employee (other than an employee specified in 15.5.1(b) of this award), called out to work overtime after leaving his/her place of employment on any day Monday to Friday (whether notified before or after leaving such place of employment) will be paid for a minimum of three hours' work calculated at one-and-a-half times the ordinary prescribed rate for each time he/she is so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

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

**34.3.4(a)(i)** Where the employee actually works for two hours or less, at any time on such day, the payment will be as for a minimum of three hours work calculated at 1.5 times the ordinary rate.

**34.3.4(a)(ii)** Where the employee actually works for more than two hours the calculation will be as follows:

- Where all or part of the hours worked are before noon then those hours, to a maximum of two, will be paid for at 1.5 times the ordinary rate and the remainder of the hours worked, or the remainder of the three hour minimum payment whichever is the greater, will be paid for at double the ordinary rate.
- Where all those hours are worked after noon the minimum payment, or the actual hours worked, whichever is the greater, will be at double the ordinary rate.

**34.3.4(b)** An employee called out to work overtime on a Sunday or on a public holiday will be paid for a minimum of three hours' work calculated at the rates prescribed in this clause and clause 42 - Public holidays for the first call-out and for the actual time worked at each subsequent call-out.

**34.3.4(c)** Provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job he/she was called out to perform is completed within a shorter period.

**34.3.4(d)** This subclause will not apply in cases:

- Where it is customary for the employee to return to his/her place of employment on any day to perform a specific job outside his/her ordinary working hours, or
- When the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working hours;

**34.3.4(d)(i)** And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in 34.3.1 of this clause:

- When the overtime performed occurs during the period three hours before the employee's normal commencement time. In such circumstances payment will be at the appropriate rate for all time from the start of such overtime until the employee's normal commencement time.

**34.3.4(e)** Employees on weekly standby in accordance with 34.7.3(a) of 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.

**34.3.4(f)** Time worked in this manner will be regarded as continuous work and be paid as part of the first call out at the appropriate overtime rate.

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

Provided that this subclause will not be construed so as to include those employees who are required to live-in at an establishment other than their permanent home for the purposes of 15.5.1(b) of this award.

**34.3.6** Where an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer will provide him/her with a conveyance to his/her home, or pay him/her at his current rate of wage for the time reasonably occupied in reaching his/her home.

**34.3.7** For work done during meal hours and thereafter until a meal-break is allowed time-and-a-half rates will be paid. An employee will not be compelled to work for more than six hours without a recognised meal-break. Provided that, if the continuance of work is reasonably necessary and could not have been avoided by any reasonable action of the employer, the employee will be allowed time not exceeding twenty minutes before such penalty rate begins to accrue.

**34.3.8** As agreed between the parties, time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave. Unless otherwise agreed with the employee, time off in lieu will be paid out at the relevant penalty rates if it has not been taken within four weeks of the overtime being worked.

**34.3.9 Rest periods and meal allowances on overtime**

**34.3.9(a)** In this clause the expression "rest period" means an unpaid period of not less than 20 minutes and not more than 60 minutes as directed by the employer.

**34.3.9(b)(i)** Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose any entitlement to the meal allowance(s) specified.

**34.3.9(b)(ii)** A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the same locality as his/her place of employment and can reasonably be expected to return home for meals.

**34.3.9(b)(iii)** An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that he/she will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.

**34.3.9(b)(iv)** An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that he/she will be required to work or on recall to day, shall be entitled to a rest period and meal allowance after four hours of continuous work, provided that the employee is required to work beyond the fourth hour.

After completion of each four continuous hours of such overtime calculated from the end of the previous meal entitlement, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid, provided that the employee is required to work beyond each respective fourth hour.

#### **34.4 Overtime child care workers**

The provisions of clause 34.4 apply to all employees employed as child care workers.

**34.4.1** Subject to 34.4.3 hereof, all work performed in excess of or outside the ordinary working hours prescribed by 33.16 of this award will be paid for at the rate of time and a half for the first two hours on any day and at a rate of double time thereafter, such double time to continue until the completion of the overtime work.

##### **34.4.2 Rest period before recommencing work**

**34.4.2(a)** When overtime work including work on a rostered day off or work on a Sunday or holiday are necessary, it will wherever practicable be so arranged that an employee works not more than sixteen hours in any period of 24 consecutive hours.

**34.4.2(b)** Subject to the exception referred to in 34.4.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work he or she will, subject to this subclause, be released until he or she has had eight consecutive hours off duty without loss of pay for his/her ordinary working time occurring during such absence.

**34.4.2(c)** If on the instructions of his/her employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he/she will be paid at the rate of double time until he/she will then be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for his ordinary working time occurring during such absence.

##### **34.4.3 Overtime on Saturday**

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

##### **34.4.4 Transport of employees**

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

#### **34.4.5 Reasonable overtime**

**34.4.5(a)** Subject to clause 34.4.5(b) an employer may require an employee to work reasonable overtime at overtime rates.

**34.4.5(b)** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) Any risk to employee health and safety;
- (ii) The employee's personal circumstances including any family responsibilities;
- (iii) The needs of the workplace or enterprise;
- (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) Any other relevant matter.

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

**34.4.5(c)(i)** In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.

**34.4.5(c)(ii)** Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

**34.4.5(c)(iii)** For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

#### **34.5 Casual and permanent part-time employees**

**34.5.1** Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by clause 33 - Ordinary time hours of work of this award and for work performed outside this spread.

**34.5.2** Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for the time worked only, with a minimum payment of one hour.

**34.5.3** Where a casual or part-time employee (in receipt of payment of the loading in lieu of payment for annual leave, sick leave and public holidays), works outside the normal spread of hours as specified in clause 33 - Ordinary time hours of work, the hourly rate



(exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

## **34.6 Senior Executive Officers**

### **34.6.1 Specific conditions overtime and meetings**

- 34.6.1(a)** The provisions of the overtime clause of this award will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:
- 34.6.1(b)** Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 33 - Ordinary time hours of work of this award, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.
- 34.6.1(c)** By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 34.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.
- 34.6.1(d)** Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 33 - Ordinary time hours of work of this award, including such a meeting or meetings commencing during his/her ordinary hours and extending to a time more than one hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:
- All Senior Executive Officers = \$71.51.
- 34.6.1(e)** For the purpose of 34.6.1(d), all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.
- 34.6.1(f)** Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside his/her ordinary hours of duty will, if he/she finished duty later than midnight, be then released from all further duty on the following morning and until his/her normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

## **34.7 On call; availability and stand by duty**

### **34.7.1 On call duty employees other than physical/community services employees**

On call duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this award, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

### **34.7.2 Availability duty employees other than physical/community services employees**

- 34.7.2(a)** Availability duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this

award, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where he/she cannot be contacted by telephone and where she/he having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

- 34.7.2(b)** Subclauses 34.7.1 and 34.7.2 will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the respondent's premises to perform a specific job outside his/her normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 34.7.1 of this clause when the actual time worked is less than one hour on each such occasion.
- 34.7.2(c)** Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.
- 34.7.2(d)** Where an employee with the prior agreement of his/her employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

### **34.7.3 Stand by duty – physical/community services employees**

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

Monday to Friday	2 hours per day
Saturday	4.5 hours per day
Sunday	6 hours per day
- 34.7.3(c)** Provided that where employees are engaged under the special engagement and shift work provisions of clause 33 - Ordinary time hours of work, the method of pro rata payment of the allowance will be as follows:
 

The 5 consecutive rostered working day	2 hours per day
The first rest day	4.5 hours per day
The second rest day	6 hours per day
- 34.7.3(d)** Where an employee deputises, the sixteen hour allowance paid to the employee normally on stand-by will be reduced by the aforementioned amounts payable to the employee who deputises on stand-by.
- 34.7.3(e)** Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.
- 34.7.3(f)** The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 22 - Classification and minimum rates of pay of this award includes a stand-by allowance.

## 35. REST INTERVAL

### 35.1 Employees bands 1 to 5 (physical/community services) only

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

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

### 35.2 Child care workers

At a time suitable to the employer, two rest intervals of ten minutes each will be given to all employees during each day, and will be counted as time worked.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

### 36. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

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

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### 36.1 Definitions

**36.1.1** For the purposes of this clause **child** means a child of the employee under the age of sixteen years, or a person under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**36.1.2** Subject to clause 36.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

**36.1.3** In relation to clause 36.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

#### 36.2 Basic entitlement

- 36.2.1** After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 36.2.2** Subject to 36.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 36.2.2(a)** for maternity and paternity leave, an unbroken period of up to eight weeks at the time of the birth of the child;
- 36.2.2(b)** for adoption leave, an unbroken period of up to eight weeks at the time of placement of the child.

### **36.3 Variation of parental leave**

Where an employee takes leave under clause 36.2.1 or 36.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 36.2 or the right to request in clause 36.4.

### **36.4 Right to request**

- 36.4.1** An employee entitled to parental leave pursuant to the provisions of clause 36.2 may request the employer to allow the employee:
- 36.4.1(a)** Deleted
- 36.4.1(b)** To extend the period of unpaid parental leave provided for in clause 36.2.1 by a further continuous period of leave not exceeding 12 months;
- 36.4.1(c)** To return from a period of parental leave on a part-time basis until the child reaches school age;

To assist the employee in reconciling work and parental responsibilities.

- 36.4.2** The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 36.4.3** Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 36.4.1(b) and 36.4.1(c) must be recorded in writing.

#### **36.4.4 Request to return to work part-time**

Where an employee wishes to make a request under clause 36.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### **36.5 Maternity leave**

- 36.5.1** An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- 36.5.1(a)** Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;
- 36.5.1(b)** Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

- 36.5.2** When the employee gives notice under 36.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 36.5.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 36.5.4** Subject to clause 36.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 36.5.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 36.5.6 Special maternity leave**
- 36.5.6(a)** Where the pregnancy of an employee not then on maternity leave ends within 28 weeks of the expected date of birth other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 36.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 36.5.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of special maternity leave and parental leave, may not exceed 52 weeks.
- 36.5.7** Where leave is granted under clause 36.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

## **36.6 Paternity leave**

- 36.6.1** An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
- 36.6.1(a)** A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 36.6.1(b)** Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 36.6.1(c)** Except in relation to leave taken simultaneously with the child's mother under clauses 36.2.2(a), 36.2.2(b) and 36.4.1(a), a statutory declaration stating:
- 36.6.1(c)(i)** That he will take that period of paternity leave to become the primary care-giver of a child;
- 36.6.1(c)(ii)** Particulars of any period of maternity leave sought or taken by his spouse; and
- 36.6.1(c)(iii)** That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 36.6.2** The employee will not be in breach of clause 36.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### **36.7 Adoption leave**

- 36.7.1** The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 36.7.2** Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- 36.7.2(a)** The employee is seeking adoption leave to become the primary care-giver of the child;
  - 36.7.2(b)** Particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - 36.7.2(c)** That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 36.7.3** An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 36.7.4** Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 36.7.5** An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 36.7.6** An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

### **36.8 Parental leave and other entitlements**

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 36.4.

### **36.9 Transfer to a safe job**

- 36.9.1** 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 her present work, the employee will, if the employer deems it practicable, be transferred to a safe job until the commencement of maternity leave. The employee will receive the full rate of pay (for the position she was in before the transfer) for the hours that she works.

#### **36.9.2 Deleted**

***Note: If there is no appropriate safe job available, the employee is entitled to take paid no safe job leave for the risk period in accordance with the NES (s81 of the Fair Work Act 2009).***

### **36.10 Returning to work after a period of parental leave**

- 36.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 36.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 36.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 36.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 36.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 36.10.5** Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

### **36.11 Replacement employees**

- 36.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 36.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **36.12 Communication during parental leave**

- 36.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 36.12.1(a)** Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 36.12.1(b)** Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 36.12.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 36.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 36.12.1.

### **36.13 Annual leave – parental leave part-time employees**

- 36.13.1** An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.
- 36.13.2** A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

#### **36.14 Sick leave – parental leave part-time employees**

- 36.14.1** An employee working part-time under this clause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.
- 36.14.2** Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

### **37. CARER'S LEAVE**

NB This clause applies to all employees covered by this award.

#### **37.1 Amount of paid carer's leave**

- 37.1.1** An employee, other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3, or an employee engaged pursuant to 15.5.2(a) of this award, who is absent from duty on account of personal illness or injury by accident other than for which workers' compensation is payable, will be granted sick leave with pay on the following basis.

##### **37.1.1(a) Employees bands 1 to 5 (physical/community services)**

- One days leave for each month of employment in the first year of employment and three days bereavement/compassionate leave for each occasion.
- Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

##### **37.1.1(b) Employees other than physical/community services employees bands 3 to 8 and senior executive officers**

- One days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.
- Eleven days leave between the second and twelfth month of employment and three days bereavement/compassionate leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such sick leave that has been paid to the employee in advance of an accrual at the rate of one day per month.
- Twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

##### **37.1.1(c) Child care workers**



- One days leave for each month of employment in the first year of employment and four days bereavement/compassionate leave for each occasion.
- Fourteen days leave in the second, third and fourth years of employment and four days bereavement/compassionate leave for each occasion.
- 21 days leave in the fifth and subsequent years of employment and four days bereavement/compassionate leave for each occasion.

### **37.2 Immediate family or household**

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

**37.2.1** The person being either:

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

**37.2.2** The term **immediate family** includes:

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

### **37.3 Personal sick leave**

NB: The provisions of this part of this clause, are to be read in conjunction with clause 39 - Sick leave.

**37.3.1** An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

#### **37.3.1(a) Employees bands 1 to 8 and senior executive officers**

- Up to twelve days sick leave in the first and subsequent years' of employment

#### **37.3.1(b) Child care workers**

- Up to twelve days sick leave in the first year of employment;
- Up to fourteen days sick leave in the second, third and fourth years' of employment; and
- Up to 21 days sick leave in the fifth and subsequent years' of employment.

**37.3.2** Leave taken by an employee under 37.3.1 is deducted from the amount of personal/carer's leave under 37.3.1.

**37.3.3** An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- The current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- The current year's aggregated personal/carer's leave entitlement.

**37.3.4** Sick leave entitlements which are untaken at the completion of the year will accumulate on the following scale:

- The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

**37.3.4(a) Employees bands 1 to 8 and senior executive officers**

- Twelve days in the first and subsequent years of employment.

**37.3.4(b) Child care workers**

- Twelve days in the first year of employment;
- Fourteen days in the second, third and fourth year of employment; and
- 21 days in the fifth and subsequent years of employment.

**37.4 Bereavement/compassionate leave**

**37.4.1** An employee is entitled to three days bereavement/compassionate leave, (four days for Child Care Workers), paid on each occasion, if a member of the employee's immediate family or household dies or contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his/her life.

**37.4.2** Deleted.

**37.4.3** An employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill or injured and the employee has already used the entitlement under 37.4.1.

**37.4.4** An employee is entitled to use unpaid leave up to three days, (four days for Child Care Workers), on each occasion when a member of the employee's immediate family or household dies or is seriously ill or injured if the employee has already used the current year's personal/carer's leave entitlement under 37.4.1 and no accumulated sick leave is available.

**37.4.5** Proof of death must be provided to the satisfaction of the employer if so requested.

**37.5 Carer's leave**

**37.5.1** An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or injured or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 15.2.4.

**37.5.2** The entitlement to use personal/carer's leave is subject to the provisions of the National Employment Standards (NES).

**37.5.3(a)** The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

**37.5.3(b)** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

**37.5.4** Deleted

**37.5.5** The employee must, where practicable, give the employer prior notice of his/her intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Each day or part of a day of carer's leave taken in accordance with 37.5.1 is to be deducted from the amount of personal/carer's leave provided in 37.3.1 of this clause.

### **37.6 Unpaid leave for family purpose**

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 37.5.3 and 37.5.5 are met.

### **37.7 Make-up time**

An employee may elect, with the consent of the employer, to work **make up time** where the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided in this award.

### **37.8 Grievance process**

In the event of a dispute arising out of any part of this clause, the dispute will be processed in accordance with clause 12 - Consultation and dispute resolution procedures of this award.

## **38. LONG SERVICE LEAVE**

Employees covered by this award will be entitled to long service leave in accordance with the provisions of the long service leave regulations made in respect of the requirements of the (Victorian) *Local Government Act 1989* or the (Victorian) *Water Act 1989* as appropriate.

## **39. SICK LEAVE**

This clause is to be read in conjunction with clause 37 - Carer's leave

### **39.1 Employees other than physical/community services employees bands 3 to 8 and senior executive officers**

**39.1.1** An employee other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3 of this award, who is absent from duty on account of personal illness or on account of injury by accident other than for which workers' compensation is payable will be granted sick leave on the following basis:

**39.1.1(a)** On commencement of service with the respondent the employee will be granted a sick leave credit of one day of ordinary pay. On the first day of the second month of service the employee will be granted a sick leave credit of eleven days of ordinary pay.

**39.1.1(b)** On completion of one year's service and each year's service thereafter, further sick leave credits of twelve days on full pay will accrue without limitation.

**39.1.1(c)** Where an employee is absent due to personal illness or injury he/she will notify the respondent of such absence as soon as is possible, and where practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the respondent during the ordinary hours of the first part of such absence the employee will inform the respondent within 24 hours of the commencement of such absence.

**39.1.1(d)** Notwithstanding the foregoing provisions of this subclause in the case of a temporary employee, such employee will be granted a sick leave credit of one day at ordinary pay for each month of completed service.

**39.1.2** For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the respondent may require a medical certificate to be furnished with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner.

**39.1.3** A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.

**39.1.4** Entitlement for sick leave due to an employee at the date of the making of this award will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

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

**39.1.5(a)** A respondent will:

- Debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit, and
- Grant such employee additional long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional long service leave will be taken at a time mutually convenient to the employee and respondent.

Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the respondent of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

**39.1.6** Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

**39.1.6(a)** An employee's service between respondents is continuous (breaks of two months' or less will be deemed not to break continuity).

- 39.1.6(b)** The employee at the time of engagement produces a certificate duly certified by the previous employing respondent certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to him/her.
- 39.1.6(c)** Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect of any twelve month period.

## **39.2 Employees bands 1 to 5 (physical/community services)**

- 39.2.1** An employee, other than a casual employee or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a) will be entitled to and will receive sick leave in cases where he/she is unable to perform his/her work by reason of illness or on account of injury by accident for which he/she is not entitled to workers' compensation.

- 39.2.2** An employee other than a casual employee, or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a), who is absent from work on account of personal illness or on account of injury by accident for which he/she is not entitled to workers' compensation will, on production (within 48 hours of the commencement of such absence) of evidence of his/her illness or injury satisfactory to the employer, be entitled to and will receive leave of absence of one ordinary day for each completed calendar month of service, without loss of pay.

Provided that the employee will notify the employer of such absence within the first part of what would have been his/her normal working day, where practical.

Provided further that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.

- 39.2.3** Notwithstanding the provisions of 39.2.2 hereof an employee with twelve months service or more will be entitled to have twelve ordinary days leave (pro rata for Part-time) credited to the employee in respect of the ensuing year, without loss of pay.

- 39.2.4** Sick leave not taken will accumulate without limit so that any balance of the period specified in 39.2.1 and 39.2.2 of this clause which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the conditions hereinbefore prescribed, will be allowed by that employer in any subsequent year without reduction of the sick leave prescribed in respect of that year.

- 39.2.5** When an employee has his/her employment terminated, other than for misconduct or absence from work without reasonable excuse, and he/she is subsequently re-employed within a period of twelve months, the number of days of sick leave not taken with which he/she was credited prior to such termination of employment will, after his/her re-employment has continued for one month, again be placed to his/her credit.

- 39.2.6** Twenty days accumulated sick leave with respondents to this award will be transferable between respondents subject to the following conditions:

- 39.2.6(a)** An employee's service between respondents is continuous (breaks of two months or less will be deemed not to break continuity).

- 39.2.6(b)** The employee at the time of engagement produces a certificate duly certified by the previous employing respondent, certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to the employee.

- 39.2.6(c)** Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to his/her credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect to any twelve month period.

### **39.3 Child care workers**

- 39.3.1** In the event of an employee becoming sick and unfit for duty, a certificate of a legally qualified medical practitioner or a Statutory Declaration signed by the employee will be deemed to be satisfactory evidence of sickness, he/she will be entitled to sick leave on full pay.

During first year of service	1 day for each month of service
During the second, third, and fourth years of service	14 days in each year
Thereafter	21 days in each year

Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above on not more than three occasions in any one year of service.

- 39.3.2** If the full period of sick leave as prescribed in 39.3.1 hereof is not taken in any year, such portion as is not taken will be cumulative from year to year. No employer will terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this clause.
- 39.3.3** Where the **one day** absences referred to in the proviso in 39.3.1 are not taken for a period of five years, an additional 40 hours' sick leave will be added to the employee's accrued entitlement.
- 39.3.4** Where an employee is absent due to personal illness or injury he or she, in order to be eligible for the payment of sick leave, will notify the employer, where practicable, of such absence, the nature of the illness and the expected duration of the absence either prior to, or within a reasonable interval of, their normal commencement time.
- 39.3.5** Provided that if it is not practicable to inform the employer as prescribed payment for sick leave will not be withheld until all reasonable steps have been taken to enable an employee the opportunity to give reason why notification was not given.
- 39.3.6** All employees are to be afforded an opportunity for such notification and be informed of the procedure to notify of an absence as provided in this subclause.
- 39.3.7** An employee who contracts, or believe they have contracted, one of the infectious diseases listed below must as soon as possible notify the employer of their contracting the infectious disease.

#### **39.3.7(a) Disease**

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

## **40. JURY SERVICE**

- 40.1** An employee required to attend for jury service during his/her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.

- 40.2** An employee will notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.
- 40.3** Further, the employee will give his/her employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

## **41. ANNUAL LEAVE AND LEAVE LOADING**

This clause applies to all employees except where otherwise specified

### **41.1 Period of annual leave**

- 41.1.1** All employees (except those casual and permanent part-time employees who are in receipt of the loading for casual or permanent part-time employment, as the case may be, in lieu of payment for annual leave sick leave and for public holidays, and those employees engaged under 15.5.1(a)(i) and 15.5.2(a), after completing twelve months' continuous service will be entitled to four weeks annual leave.

***Note: An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the NES (s87(2) of the Fair Work Act 2009).***

- 41.1.2** Where payment is made by electronic funds transfer, payments in respect of annual leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of annual leave will continue to be made in advance.

### **41.2 Payment for period of leave**

- 41.2.1** Each employee will in respect of that period to be paid their ordinary pay as if they had worked instead of taking leave.

- 41.2.2** Employees who are in receipt of the additional payments and allowances, on a regular basis, prescribed by 23.1.7(a); 23.1.7(b)(i); 23.1.7(b)(ii); 23.1.7(b)(iii); 23.1.8; 23.1.8(a), (where applicable), 33.21.6; and 23.1.7, will have these included in the payment for annual leave. In this case where the employee is not in receipt of the additional payment and/or allowance for a full year, the additional payment and/or allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48 week period.

### **41.3 Annual leave exclusive of public holidays**

When a public holiday prescribed by this award falls within the period of an employee's annual leave that employee will be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the employer such days will be allowed and taken either immediately after the end of the annual leave period or at some later time.

### **41.4 Calculation of continuous service**

For the purpose of this clause the following absences:

- 41.4.1** Absence without leave;
- 41.4.2** Subject to 41.4.3 hereof, leave without pay granted upon the employee's request;
- 41.4.3** Subject to 41.4.4 unpaid sick leave the total period of which in the one year of employment exceeds one month;

- 41.4.4** Unpaid sick leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by an employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;
- 41.4.5** To the extent to which it exceeds 26 weeks in the one 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;

Will delay by their period the completion of a year of continuous service but will not break the continuity of an employee's service. All other absences will be counted as part of an employee's continuous service.

#### **41.5 Leave to be taken**

- 41.5.1** Annual leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.
- 41.5.2** Deleted
- 41.5.3** Subject to 41.7 of this clause, payment will not be made or taken in lieu of annual leave.

#### **41.6 Annual leave loading**

- 41.6.1** In addition to the payment prescribed in 41.1 hereof an employee will receive during a period of annual leave a loading of 17.5% as calculated on the relevant wage rates and where appropriate the allowances prescribed by 23.1.7(a), 23.1.7(b)(i), 23.1.7(b)(ii), 23.1.7(b)(iii), 23.1.7(c) 23.1.8 and 23.1.8(a) of this award, PROVIDED THAT the loading for employees other than Physical/Community Services Employees and Child Care Workers shall be subject to a maximum payment equivalent to the Statistician's Average Weekly Earnings for the August quarter of the year preceding the year in which the leave falls due.
- 41.6.2** The annual leave loading prescribed in this subclause may, at the discretion of the employer, be paid in any of the following ways:
- On the anniversary date of the employee;
  - On the same date each year as may be determined by the respondent; or
  - On the taking of the leave, whether in whole or in part.
- 41.6.3** Provided that the annual leave loading prescribed herein will apply only to the period of annual leave prescribed by 41.8.1 of this clause and will not apply to any period of leave which by any other provision of this award is accumulated and taken consecutively with a period of annual leave.

#### **41.7 Proportionate leave on termination**

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid an annual leave allowance computed on a pro rata basis to the last completed week of continuous service as defined in 41.4. Such allowance will be calculated pursuant to 41.6 hereof provided that the allowance payable to an employee whose services are terminated for disciplinary reasons will not include the annual leave loading prescribed in 41.6.

- 41.7.1** The proviso in Clause 41.7 does not apply to employees employed as Physical/Community Services Employees or Child Care Workers.

#### **41.8 Annual close down**

- 41.8.1 Employees bands 1 to 5 (physical/community services)**



**41.8.1(a)** Notwithstanding anything contained in this award where an employer at his/her option decides to close down part or all of his establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all or the majority of his/her employees then qualified for such leave, he/she will give at least two months' notice to his/her employees of his/her intention to do so.

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

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

**41.8.2 Child Care Workers**

**41.8.2(a)** Where an employer intends to temporarily close (or reduce to nucleus) his/her establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he/she may give in writing to such employees one month's notice (or in the case of any employee engaged after the giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of this subclause; and thereupon

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

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

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

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

**41.9 Seven day shift workers for the purposes of the NES (employees bands 1 to 5 (physical/community services) only)**

For the purposes of the National Employment Standards a shift worker will be defined as per clause 23.2 of the Victorian Local Government Award 2015:

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

**(i)** who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and

**(ii)** who is regularly rostered to work on Sundays and public holidays.

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

#### **41.10 Child care workers only**

Annual leave will be given and taken in a continuous period, or in two separate periods but not otherwise.

#### **41.11 Shift workers for the purposes of the NES (Employees other than physical/community services employees bands 3 to 8 only)**

For the purposes of the National Employment Standards a shift worker will be defined as per clause 23.2 of the Victorian Local Government Award 2015:

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

**(i)** who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and

**(ii)** who is regularly rostered to work on Sundays and public holidays.

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

### **42. PUBLIC HOLIDAYS**

**42.1** All employees except those casual and permanent part-time employees who are in receipt of a loading in lieu of payment for annual leave, sick leave and public holidays, and employees engaged under 15.5.1(a) and 15.5.2(a) of this award will be entitled to the following public holidays without deduction of day; viz:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

**42.1.1** The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours Day or Labour Day: and

**42.1.2** One other day to be specified according to State, Territory or locality on some other basis:

- For employees employed in the metropolitan area: Melbourne Cup Day.
- For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.

**42.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

**42.2.1** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

**42.2.2** 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.

**42.2.3** Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

**42.3** Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 42.1 and 42.2 above, those days will constitute additional holidays for the purpose of this award.

**42.4** Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.

**42.5** Deleted.

- 42.6** An employee (other than Community Services Officers, Recreation Centre Officers and those employed under the requirements of 15.5.1(a) and 15.5.2(a) , who are required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked: and such payment will be in addition to his/her normal wages for the day.
- 42.7** If a public holiday as set out in 42.1 and 42.2 of this clause occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that satisfactory evidence of such sickness is furnished to the employer by or on behalf of such employee. This subclause will not apply during a period of unpaid sick leave.
- 42.8** Should an employee be rostered off on a day on which a public holiday falls, he/she will be entitled to an equivalent time off in one period without loss of pay not later that three months after the entitlement accrued, and where practicable during the week following.
- 42.9 Community services officers**
- 42.9.1** Subject to the provisions of 42.9.2 and 42.9.3 of this subclause Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.
- 42.9.2** An employee who works on a public holiday as part of his/her ordinary working hours [as prescribed in 42.1 of this clause] will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs
- 42.9.3** A Community Services Officer who is rostered off on a public holiday will be entitled to another day off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs.
- 42.9.4** Deleted

**42.10 Recreation centre officers**

Subject to 42.5 above, employee(s) will be entitled to all public holidays as prescribed in this clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

**42.11 Child care workers**

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

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

**PART 8 - TRAINING AND RELATED MATTERS AWARD**

**43. TRAINING**

- 43.1** The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.
- 43.1.1** Accordingly the parties commit themselves to:
- Developing a more highly skilled and flexible workforce;
  - Providing employees with career opportunities through appropriate training to acquire additional skills; and
  - Removing barriers to the utilisation of skills required.
- 43.2** Following consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the establishment of a training committee, the respondent will develop a training program consistent with:
- The current and future skill needs of the authority;
  - The size, structure and nature of the operations of the authority;
  - The need to develop vocational skills relevant to the authority and the local government industry
  - Industry through courses conducted by accredited educational institutions and providers.
- 43.3** Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- Formulation of a training program and availability of training courses and career opportunities to employees;
  - Dissemination of information on the training program and availability of career opportunities to employees;
  - The recommendation of individual employees for training;
  - Monitoring and advising of management and employees on the ongoing effectiveness of the training.
- 43.4** Where as a result of consultation, in accordance with the consultative mechanism and dispute settling procedures clause of this award, or through the training committee and with the employee concerned, it is agreed that additional training in accordance with the program developed pursuant to 43.2 above, should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold paid training leave.
- 43.5** Where training or education is undertaken outside of working hours an employer, at their discretion, may grant:
- Time off in lieu for attendance at classes associated with the course of study;
  - Time off without loss of pay for attendance at study schools;
  - Time off without loss of pay for studying prior to examination.
- 43.6** Any costs associated with standard fees for courses approved by the respondent and prescribed text books (excluding those textbooks which are available in the respondent's library), incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.
- 43.7** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

## 44. SUPPORTED WAGE SYSTEM

**44.1** This clause 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/award. In the context of this clause, the following definitions will apply:

- 44.1.1** **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 44.1.2** **Accredited 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.
- 44.1.3** **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*, as amended from time to time, or any successor to that scheme.
- 44.1.4** **Assessment instrument** means the form 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.

### 44.2 Eligibility criteria

- 44.2.1** Employees covered by this clause 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/award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 44.2.2** This clause 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/award relating to the rehabilitation of employees who are injured in the course of their employment.
- 44.2.3** This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

### 44.3 Supported wage rates

**44.3.1** Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award/agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (44.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**44.3.2** Provided that the minimum amount payable shall be not less than \$120 per week.

- 44.3.3** \* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

#### **44.4 Assessment of capacity**

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award/agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- 44.4.1** The employer and a union party to the award/agreement, in consultation with the employee or, if desired by any of these;
- 44.4.2** The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

#### **44.5 Lodgement of assessment instrument**

- 44.5.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with The Fair Work Commission.
- 44.5.2** All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award/agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

#### **44.6 Review of assessment**

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

#### **44.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award/agreement paid on a pro rata basis.

#### **44.8 Workplace adjustment**

An employer wishing to employ a person under the provisions of this clause shall 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.

#### **44.9 Trial period**

- 44.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 44.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 44.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$120 per week.
- 44.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- 44.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 44.4 hereof.

## **45. TRAINING LEAVE (DISPUTE RESOLUTION)**

A union delegate/shop steward will be entitled to, and the employer will grant, up to five days leave per annum (non-cumulative), without loss of pay, to attend courses conducted by an accredited training provider and approved by the union or TUTA (Inc.), on the following conditions:

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

## **APPENDIX A – CLASSIFICATION DEFINITIONS**

### **NOTE:**

- (a)** All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b)** Physical/Community Services Employees are defined by Bands 1 to 5 of Part A of this Appendix.
- (c)** Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d)** Child Care Workers are defined by Band 2 to 7 of Part A of this Appendix.
- (e)** Senior Executive Officers are defined by Part B of this Appendix.

### **PART A - 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 GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipelaying to line and grade from a plan.

- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including inter personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).
- Implement an early childhood programme under direct supervision.

#### **2.4 Inter-personal skills**

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

#### **2.5 Qualifications and experience**

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

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

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

### **3. EMPLOYEE - BAND 3**

A position in this Band has the following job characteristics:

#### **3.1 Accountability and extent of authority**

##### **3.1.1 Physical/Community Services Employees**

- 3.1.1(a)** Employees perform work under general supervision.
- 3.1.1(b)** Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- 3.1.1(c)** Positions in this Band may be required to supervise and coordinate others in similar or related work.

- 3.1.1(d)** Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

**3.1.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 3.1.2(a)** These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- 3.1.2(b)** The work is performed within specific guidelines and under general supervision.
- 3.1.2(c)** The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d)** Outcomes of work are readily observable.
- 3.1.2(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

**3.2 Judgement and decision making**

**3.2.1 Physical/Community Services Employees**

- 3.2.1(a)** These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.
- 3.2.1(b)** The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

**3.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**

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

**3.3 Specialised knowledge and skills**

**3.3.1 Physical/Community Services Employees**

- 3.3.1(a)** These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or adaption.
- 3.3.1(b)** Indicative but not exclusive of the skills required of an employee in this Band include:
- Understanding and application of quality control techniques.
  - Performance of trades and non-trade tasks incidental to the work.
  - Provision of trade guidance and assistance as part of a work team.
  - Provision of formal training programmes in conjunction with supervisors and trainers.
  - Supervisory skills.
  - Safe and competent operation of Heavy Mechanical Plant.

- Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).
- Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

### **3.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**3.3.2(a)** These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

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

## **3.4 Management skills**

### **3.4.1 Physical/Community Services Employees**

**3.4.1(a)** Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

**3.4.1(b)** Employees in this Band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this Band must also have a basic knowledge of personnel practices.

### **3.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

**3.4.2(a)** These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

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

## **3.5 Inter-personal skills**

### **3.5.1 Physical/Community Services Employees**

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

### **3.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

## **3.6 Qualifications and experience**

### **3.6.1 Physical/Community Services Employees**

**3.6.1(a)** An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

- 3.6.1(a)(i)** Trade Certificate or equivalent.
- 3.6.1(a)(ii)** Completion of TAFE accredited/industry based training courses.

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

### **3.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 3.6.2(a)** The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.
- 3.6.2(b)(i)** With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or
- 3.6.2(b)(ii)** knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

## **4. EMPLOYEE BAND 4**

A position in this Band has the following job characteristics:

### **4.1 Accountability and extent of authority**

#### **4.1.1 Physical/Community Services Employees**

- 4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

#### **4.1.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.
- 4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.
- 4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

### **4.2 Judgement and decision making**

#### **4.2.1 Physical/Community Services Employees**

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.
- 4.2.1(b)** For supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.1(c)** Guidance and counsel are always available within the time available to make a choice.

#### **4.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

### **4.3 Specialist knowledge and skills**

#### **4.3.1 Physical/Community Services Employees**

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an employee in this Band include:
- Highly skilled horticultural work.
  - Safe and competent operation of Very Heavy Mechanical Plant.

#### **4.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

### **4.4 Management skills**

#### **4.4.1 Physical/Community Services Employees**

- 4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- 4.4.1(b)** All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- 4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

#### **4.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 4.4.2(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.
- 4.4.2(b)** All positions necessitate skills in managing time and planning and organising one's own work.

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

#### **4.5.1 Physical/Community Services Employees**

- 4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.
- 4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

#### **4.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.
- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

### **4.6 Qualifications and experience**

#### **4.6.1 Physical/Community Services Employees**

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

#### **4.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 4.6.2(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- 4.6.2(b)** Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

## **5. EMPLOYEE BAND 5**

A position at this level has the following characteristics:

### **5.1 Accountability and extent of authority**

#### **5.1.1 Physical/Community Services Employees**

- 5.1.1(a)** Positions in this Band may supervise resources and/or give support to more senior employees.  
In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- 5.1.1(b)** Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- 5.1.1(c)** Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

#### **5.1.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.1.2(a)** Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.
- 5.1.2(b)** In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.
- 5.1.2(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.  
In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

### **5.2 Judgement and decision making**

#### **5.2.1 Physical/Community Services Employees**

- 5.2.1(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.1(b)** However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.1(c)** Guidance and counsel may be available within the time available to make a choice.

#### **5.2.2 Employees and Child Care Workers other than Physical/Community Services Employees**



- 5.2.2(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
- 5.2.2(b)** The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
- 5.2.2(c)** Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- 5.2.2(d)** Guidance and advice would usually be available within the time required to make a choice.

### **5.3 Specialist knowledge and skills**

#### **5.3.1 Physical/Community Services Employees**

- 5.3.1(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b)** Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d)** Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

#### **5.3.2 Employees and Child Care Workers other than Physical/Community Services Employees**

- 5.3.2(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c)** Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

### **5.4 Management skills**

#### **5.4.1 Physical/Community Services Employees**

- 5.4.1(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- 5.4.1(b)** The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment

opportunity, occupational health and safety and employees training and development.

**5.4.2 Employees and Child Care Workers other than Physical/Community Services Employees**

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

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

**5.5 Interpersonal skills**

**5.5.1 Physical/Community Services Employees**

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

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

**5.5.2 Employees and Child Care Workers other than Physical/Community Services Employees**

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

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

**5.6 Qualifications and experience**

**5.6.1 Physical/Community Services Employees**

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

**5.6.1(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

**5.6.2 Employees and Child Care Workers other than Physical/Community Services Employees**

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

**5.6.2(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

**6. EMPLOYEE BAND 6**

A position in this Band has the following job characteristics:

### **6.1 Accountability and extent of authority**

- 6.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
- 6.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
- 6.1.3** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.
- 6.1.4** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 6.1.6** In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.

### **6.2 Judgement and decision making**

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

### **6.3 Specialist knowledge and skills**

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

### **6.4 Management skills**

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

### **6.5 Inter-personal skills**

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

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

## **6.6 Qualifications and experience**

- 6.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 6.6.2** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

## **7. EMPLOYEE BAND 7**

A position in this Band has the following job characteristics:

### **7.1 Accountability and extent of authority**

- 7.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. or on the public perception of the wider organisation.
- 7.1.3** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5** All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 7.1.6** In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

### **7.2 Judgement and decision making**

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.
- 7.2.2** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

### **7.3 Specialist knowledge and skills**

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.

- 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
- 7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

#### **7.4 Management skills**

- 7.4.1** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
- 7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

#### **7.5 Inter-personal skills**

- 7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
- 7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

#### **7.6 Qualifications and experience**

- 7.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 7.6.2** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

### **8. EMPLOYEE BAND 8**

A Position in this Band has the following job characteristics:

#### **8.1 Accountability and extent of authority**

- 8.1.1** Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 8.1.2** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.
- 8.1.3** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

## **8.2 Judgement and decision making**

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

## **8.3 Specialist knowledge and skills**

**8.3.1** These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.

**8.3.2** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.

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

## **8.4 Management skills**

**8.4.1** Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.

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

## **8.5 Inter-personal skills**

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

## **8.6 Qualifications and experience**

**8.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.

**8.6.2** Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.

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

# **PART B - SENIOR EXECUTIVE OFFICER**

## **9. SENIOR EXECUTIVE OFFICER**

Senior Executive Officers are as defined in 22.6 of this award.

## PART C

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

This Part is a modified version of the Nurses (ANMF—Victorian Local Government) Award 2015, for incorporation as Part C of the Enterprise Agreement, and includes all amendments up to and including 23 June 2016.

Clauses that are duplicated or have been replaced by provisions in Part A of the Enterprise Agreement, or that have no application, have been deleted.

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## Part 1—Application and Operation

### 1. Title

This is Part C of the Enterprise Agreement.

### 2. Coverage

Deleted

### 3. Commencement

Deleted

### 4. Definitions

#### 4.1 In this Part C, unless the contrary intention appears:

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

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

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

**Commission** means the Fair Work Commission

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

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

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

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

**Maternal and Child Health Nurse** means an employee who is both a Registered Nurse (Division 1) and Midwife on the Register of Practitioners of AHPRA, who is engaged in maternal and child

health work (however described) within a local government council/shire, and has attained the following additional qualification:

A post graduate degree/diploma, or equivalent, in Maternal and Child Health Nursing  
**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

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

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

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

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

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

**4.2** Deleted [reference to NES]

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

Deleted

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

Deleted

## **7. Award flexibility**

Deleted

# **Part 2—Consultation and Dispute Resolution**

## **8. Consultation**

Deleted

## **9. Dispute resolution**

Deleted

## **Part 3-Employer and Employees' Duties, Employment Relationship and Related Arrangements**

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

#### **10.1 Employment categories**

Employees under this Part C will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

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

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

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

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

#### **10.4 Casual employment**

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

### **11. Redundancy**

Deleted

## **12. Termination of employment**

Deleted

## **Part 4-Wages and Related Matters**

### **13. Classifications**

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 14:

- (a) Maternal and child health nurse;
- (b) Immunisation nurse.
- (c) Maternal and Child Health Nurse Coordinator.

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

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

**13.4** Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions, the nurse shall be classified as a Maternal and child health nurse coordinator and paid at the relevant rate of pay contained in this Part C.

## **14. Minimum weekly wages**

### **14.1 Minimum wages**

<b>Classification</b>	<b>\$ per week</b>
<b>Maternal and child health nurse</b>	
1st year of experience	
2nd year of experience	
<b>Immunisation nurse</b>	
1st year of experience	
2nd year of experience	
<b>Maternal and Child Health Nurse Coordinator</b>	
<u>standard rate</u> (for allowance purposes only)	891.40

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

## **15. Payment of wages**

- 15.1** Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 15.2** Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 15.3** When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

## **16. Higher duties**

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

## **17. Allowances**

### **17.1 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take-away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

### **17.2 On call allowance**

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
- (i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the [standard rate](#);
  - (ii) between rostered shifts or ordinary hours on a Saturday—3.54% of the [standard rate](#); or
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the [standard rate](#).

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

### **17.3 Travelling, transport and fares**

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

### **17.4 Clothing and equipment**

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

### **17.5 Meal allowances**

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$12.48 in addition to any overtime payment as follows:
  - (i) when required to work overtime beyond one hour after the usual finishing hour of work, or in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$11.25 will be paid.
- (b) Clause will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

## 17.6 Higher qualifications allowance

- (a) In addition to the weekly salaries (pro rata for part-time, casual and relieving employees) a Registered Nurse (Division 1) who holds a Hospital Certificate/Graduate Certificate, or a Post Graduate Diploma or Degree, or a Masters or Doctorate degree shall be paid the following qualification allowance:

Hospital Certificate or Graduate Certificate	4% of the <a href="#">standard rate</a>
Post Graduate Diploma or	6.5% of the <a href="#">standard rate</a>
Masters or Doctorate	7.5% of the <a href="#">standard rate</a>

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

## 17.7 Shift allowance

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
- (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 28—Public holidays applies.

## 18. Superannuation

Deleted

## Part 5-Hours or Work, Breaks, Overtime, Shift Work, Weekend Work

## 19. Ordinary hours of work

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

- 19.2** The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 19.3** An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.
- 19.4** Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive.
- 19.5** The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

## **20. Rest breaks between rostered work**

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

## **21. Accumulation and taking of accrued days off (ADOs)**

**Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 0—Part 5-Hours or Work, Breaks, Overtime, Shift Work, Weekend Work**

- 21.1** Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2** With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- 21.3** An employee will be paid for any accumulated ADOs, at minimum rates, on the termination of their employment for any reason.

## **22. Rostering**

- 22.1** Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 22.2** The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days' before the commencement of the roster period.
- 22.3** Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 22.4** Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.



## **23. Saturday and Sunday work**

- 23.1** Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their minimum rate of pay for the hours worked during this period.
- 23.2** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their minimum rate of pay for the hours worked during this period.

## **24. Overtime**

### **24.1 Overtime penalty rates**

### **Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 0—Part 5-Hours or Work, Breaks, Overtime, Shift Work, Weekend Work**

- (a) Ordinary hours of work, are to be paid as follows:
- (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Sunday—double time; and
  - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 17.7—Shift allowance.
- (c) **Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 24.1.

### **24.2 Time off instead of payment for overtime**

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

### **24.3 Rest period after overtime**

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until

they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

#### **24.4 Rest break during overtime**

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

#### **24.5 Recall to work when on call**

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

#### **24.6 Recall to work when not on call**

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

### **25. Summer time**

**25.1** Notwithstanding anything contained elsewhere in this Part C, whereby reason of legislation Summer time is prescribed as being in advance of the standard time, the length of any shift:

- (a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer time period; and
- (b) commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer time period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

**25.2** In this clause **standard time** and **Summer time** shall bear the same meaning as are prescribed by legislation and **legislation** shall mean the *Summer Time Act 1972*, as amended or substituted.

## **Part 6-Leave of absence and public holidays**

### **26. Annual leave**

Annual leave is provided for in the NES. This clause contains additional provisions.

#### **26.1 Quantum of annual leave**

- (a) An employee who is not a shiftworker is entitled to four weeks annual leave as provided for in the NES.
- (b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 26.1(b) above is entitled to four weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 26.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer.

#### **26.2 Quantum of annual leave**

- (a) Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.
- (b) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

#### **26.3 Payment for annual leave**

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

#### **26.4 Annual leave loading**

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary rate of pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary rate of pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

## **26.5 Payment of annual leave on termination**

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

## **26.6 Christmas closedown**

Deleted

## **27. Personal/carer's leave and compassionate leave**

**27.1** Personal/carer's leave and compassionate leave are provided for in the NES. This clause contains additional provisions.

### **27.2 Amounts of paid personal/carer's leave**

An employee is entitled to the following amount of paid personal/carer's leave:

- (a) up to 121 hours and 36 minutes annually in the first year of service (inclusive of the employee's NES entitlement);
- (b) up to 136 hours and 48 minutes in each year in the second, third and fourth years of service (inclusive of the employee's NES entitlement);
- (c) up to 190 hours in the fifth and following years of service (inclusive of the employee's NES entitlement).

### **27.3 Compassionate leave entitlement**

- (a) An employee is entitled to four days' of paid compassionate leave per occasion.
- (b) Each day or part of a day used under this sub-clause is deducted from the amount of personal/carer's leave after the first two days of absence.

## **28. Public holidays**

**28.1** Public holidays are provided for in the NES. This clause contains additional provisions.

### **28.2 Payment for work done on public holidays**

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- (b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 28.2(a).

### **28.3 Public holiday substitution**

An employer and the employees may, by agreement, substitute another day for a public holiday.

#### **28.4 Public holidays occurring on rostered days off**

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

#### **28.5 Accrued days off on public holidays**

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead within the same four or five week work cycle, where practical.

#### **28.6 Additional leave days by mutual agreement**

- (a) In lieu of being paid double time under clause 28.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 28.5 shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with clause 28.5 shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 28.5 shall be paid out to the employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 28.5 shall not be considered annual or personal/carer's leave for any purpose.

#### **29. Ceremonial leave**

Deleted

### **Part 7-Accident pay**

#### **30. Accident pay**

The conditions under which an employee qualifies for accident pay is as prescribed below:

- 30.1** An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic).
- 30.2** **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Workplace Injury Rehabilitation and Compensation Act 2014* (Vic) and the employee's appropriate 38 hour rate; or in the case of a part-time employee, the pro rata rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said rate or pro rata rate for that period.

- 30.3** An employer will pay or cause to be paid accident pay as defined in clause 30.2, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.
- 30.4** The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 30.5** In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the employer to pay accident pay will cease from the date of such redemption.
- 30.6** Notwithstanding the provisions of this clause:
- (a) the liability to pay accident pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 39 weeks whichever is the lesser period.
  - (b) where an employee has given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.

## **IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2020/1269**

**Applicant: Wellington Shire Council**

Section 185 – Application for approval of a single enterprise agreement

### **Undertaking- Section 190**

I, David Morcom, Chief Executive Officer for Wellington Shire Council give the following undertakings with respect to the [Wellington Shire Council Enterprise Agreement No.10 2019] ("the Agreement"):

1. I have the authority given to me by Wellington Shire Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. That clauses 34.5 and 15.3.1(e) of Part B are to be read in conjunction with each other.
3. That under the Agreement, the only employees to be engaged under the special engagement provisions are Front of House Attendants and Technical Assistants who work at the Wedge Performing Arts Centre.
4. That Hall Keepers are not and will not be employed whilst the Agreement is in force.
5. That employees engaged in community services, and employees other than physical/community services employees engaged in recreation centres, pursuant to clause 33.12 or 33.13 of Part B of the Agreement, will be entitled to penalty rates for all work performed on a Saturday and/or a Sunday in accordance with the Victorian Local Government Award 2015 clauses 19 - Ordinary hours of work and rostering; and clause 21 - Penalty rates.
6. That part-time and casual Visitor Information Centre employees working ordinary hours on a Saturday or a Sunday will be paid in accordance with the Victorian Local Government Award 2015 clauses 19 - Ordinary hours of work and rostering; and clause 21 - Penalty rates.
7. That all Visitor Information Centre employees working on a Saturday or a Sunday will be entitled to overtime in accordance with clause 34.2 of Part B of the Agreement (Overtime: employees other than physical/community services employees). For clarity this includes, but is not limited to, hours worked in excess of the employee's ordinary weekly hours as specified in clause 33.12 of Part B; or hours worked outside the span of hours; or hours worked in excess of the maximum ordinary hours on any day provided by clause 33.12 of Part B.
8. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature, David Morcom – Chief Executive Officer**

**2 July 2020**

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**Date**