



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wellington Shire Council
(AG2023/1290)

WELLINGTON SHIRE COUNCIL ENTERPRISE AGREEMENT NO.11. 2023

Local government administration

COMMISSIONER MIRABELLA

MELBOURNE, 5 JUNE 2023

Application for approval of the Wellington Shire Council Enterprise Agreement No.11. 2023.

[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.11. 2023* (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 a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

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

[4] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (the NES). However, noting clause 1.4.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement lodged contained referencing errors, omissions, and other errors. The Employer has requested that the Commission exercise its discretion to correct these errors pursuant to s.586 of the Act. I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act. On 17 May 2023, the Employer filed the attached amended version of the Agreement correcting the various errors identified.

[6] The Australian Municipal, Administrative, Clerical and Services Union; the Australian Nursing and Midwifery Federation; and the Association of Professional Engineers, Scientists

and Managers, Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) and based on the declarations provided by the organisations, I note that the Agreement covers these organisations.

[7] The Agreement was approved on 5 June 2023 and, in accordance with s.54, will operate from 12 June 2023. The nominal expiry date of the Agreement is 8 November 2025.



COMMISSIONER

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Annexure A

FWC Matter No.: AG2023/1290

Applicant: Wellington Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, David Morcom, Chief Executive Officer, have the authority given to me by Wellington Shire Council, to give the following undertakings with respect to the Wellington Shire Council Enterprise Agreement No.11 2022 ("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 Hall Keepers are not and will not be employed whilst the Agreement is in force.
3. That this undertaking is provided on the basis of addressing the identified issue raised by the Fair Work Commission in the application before the Fair Work Commission.

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.



WELLINGTON

SHIRE COUNCIL

The Heart of Gippsland

WELLINGTON SHIRE COUNCIL

ENTERPRISE AGREEMENT

No. 11. 2022

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

**WELLINGTON SHIRE COUNCIL ENTERPRISE
AGREEMENT NO. 11. 2022**

CONTENTS – WELLINGTON SHIRE COUNCIL ENTERPRISE AGREEMENT

SECTION 1 - GENERAL

- 1.1 TITLE
- 1.2 DEFINITIONS
- 1.3 PARTIES BOUND
- 1.4 INTERPRETATION
- 1.5 NO EXTRA CLAIMS
- 1.6 EMPLOYEE CONSULTATIVE COMMITTEE
- 1.7 DURATION OF AGREEMENT

SECTION 2 - SALARY AND ALLOWANCES

- 2.1 BASE WAGE RATES AND ALLOWANCES
- 2.2 SALARY SACRIFICE
- 2.3 SUPERANNUATION
- 2.4 ACCIDENT MAKE UP PAY
- 2.5 TELEPHONE MONITORING ALLOWANCE
- 2.6 CAMPING ALLOWANCE
- 2.7 PAYMENT OF WAGES
- 2.8 ALLOWANCES
- 2.9 OVERTIME AND WORK PERFORMED ON SATURDAYS SUNDAYS AND PUBLIC HOLIDAYS

SECTION 3 - WORK AND FAMILY BALANCE, WORKPLACE FLEXIBILITY

- 3.1 FLEXIBILITY
- 3.2 TIME IN LIEU
- 3.3 LEAVE WITHOUT PAY
- 3.4 JURY SERVICE
- 3.5 CHILD CARE
- 3.6 BREASTFEEDING
- 3.7 PARENTAL LEAVE
- 3.8 LEAVE USES
- 3.9 JOB SHARE
- 3.10 STAFF AGED OVER 65
- 3.11 ROSTERED DAY OFF (Indoor staff)
- 3.12 ROSTERED DAY OFF (Outdoor staff)
- 3.13 SERVICE RECOGNITION
- 3.14 BEREAVEMENT/COMPASSIONATE LEAVE
- 3.15 PERSONAL/CARER'S LEAVE
- 3.16 CASHING OUT ANNUAL LEAVE
- 3.17 ANNUAL LEAVE
- 3.18 LONG SERVICE LEAVE
- 3.19 PUBLIC HOLIDAYS

SECTION 4 - OTHER MATTERS

- 4.1 TRAINING AND CAREER DEVELOPMENT
- 4.2 ACCOMMODATION MEAL AND TRAVEL ALLOWANCES
- 4.3 TRAINEESHIPS AND APPRENTICESHIPS
- 4.4 OCCUPATIONAL HEALTH AND SAFETY
- 4.5 FAMILY VIOLENCE
- 4.6 EQUAL EMPLOYMENT OPPORTUNITY
- 4.7 PREVENTION AND SETTLEMENT OF DISPUTES
- 4.8 INTRODUCTION OF CHANGE
- 4.9 REDEPLOYMENT/RETRAINING/REDUNDANCY
- 4.10 TRANSFER OF BUSINESS
- 4.11 TRADE UNION TRAINING LEAVE
- 4.12 WORKPLACE UNION REPRESENTATIVE RIGHTS
- 4.13 ANNUAL CLOSE DOWN
- 4.14 WORKSITE FLEXIBILITY/STARTING POINT

- 4.15 HIGHER DUTIES
- 4.16 MULTI-SKILLING
- 4.17 TYPES OF EMPLOYMENT
- 4.18 TERMINATION OF EMPLOYMENT
- 4.19 POSITION DESCRIPTION
- 4.20 ANNUAL REVIEW
- 4.21 CLASSIFICATION AND MINIMUM RATES OF PAY
- 4.22 SENIOR EXECUTIVE OFFICERS
- 4.23 OPTION FOR ANNUALISED SALARY
- 4.24 SUPPORTED WAGE SYSTEM
- 4.25 ORDINARY TIME HOURS OF WORK

SECTION 5 – SPECIFIC STAFF PROVISIONS

APPENDIX 1

5.1 CONDITIONS OF EMPLOYMENT – LEISURE SERVICES BUSINESS UNIT

APPENDIX 2

5.2 CONDITIONS OF EMPLOYMENT – IMMUNISATION NURSES

APPENDIX 3 – CLASSIFICATION DEFINITIONS – EMPLOYEES BANDS 1 TO 8

SECTION 6 - SIGNATORIES

WELLINGTON SHIRE COUNCIL ENTERPRISE AGREEMENT SECTION 1

GENERAL

1.1 TITLE

This Agreement shall be known as the Wellington Shire Council Enterprise Agreement No.11. 2023.

1.2 DEFINITIONS

Act:

means the *Fair Work Act 2009*

Agreement:

Reference to "Agreement" in this document shall mean the Wellington Shire Council Enterprise Agreement No. 11. 2023.

AHPRA:

means the Australian Health Practitioner Regulation Agency

Basic training (Nurses)

means training for registration as a Registered nurse

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.

Commission:

Means the Fair Work Commission

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 2020*.

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.

Employee other than Physical/Community Services Employees:

Means an employee whose classification is defined by Bands 3 to 8 of Appendix 3 - Classification Definitions of this Agreement.

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.

Experience (Nurses):

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.

Fair Work Commission (FWC):

Fair Work Commission is the national workplace relations tribunal.

GCM (Gross Combination Mass):

Means the total mass of a vehicle (GVM) and in addition the gross mass of any towed plant or equipment.

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 that of the spouse of the employee.

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

NES:

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

NMBA:

Means the Nursing and Midwifery Board of Australia

Ordinary Rate (all Employees except for Nurses):

Is an all-purpose rate and means the weekly rate of wage an employee receives and is composed of the minimum wage prescribed by clause 4.21 - Classification and Minimum Rates of Pay and the Industry Allowance where applicable.

Physical/Community Services Employee:

Means an employee whose classification is defined by Bands 1 to 5 of Appendix 3 - Classification Definitions of this Agreement.

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.

Redundancy:

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

Senior Executive Officer:

Means an employee whose duties and responsibilities exceed the classification definitions for band 8 of Appendix 3 - Classification Definitions of this Agreement.

Senior Officer

Means:

- (a) The Chief Executive Officer;
- (b) Any employee whose total annual remuneration package exceeds \$162,000

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

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

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.

Staff:

Employees of the Wellington Shire Council.

Uniform (Nurses):

means such apparel as may be required by the employer.

Work Group:

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

1.3 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 in clause 1.2 of this Agreement).

1.4 INTERPRETATION

1.4.1. This agreement replaces the Wellington Shire Council Enterprise Agreement No. 10 (2019).

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 the event of any inconsistency between an Appendix and any other clause in this Agreement, the Appendix shall prevail to the extent of that inconsistency.

1.5 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.

The parties also agree that no employee will, be detrimentally impacted in relation to their pay and conditions, as a result of the consolidation process. This in no way effects any party's rights to negotiate changes to terms and conditions within the enterprise bargaining process.

1.6 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 shall 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.

1.7 DURATION OF AGREEMENT

This Agreement shall operate 7 days after approval from FWC and shall have a nominal expiry date of 8 November 2025.

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 2022 2.25% or \$35 per week, whichever is greater as per Table A

November 2023 2.35% or \$35 per week, whichever is greater as per Table B

November 2024 2.5% or \$35 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 at clause 1.2 of this agreement, 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 14 November 2022

Band	A	B	C	D
1	\$1,104.80	\$1,114.10	\$1,123.30	\$1,132.84
2	\$1,146.67	\$1,159.39	\$1,173.23	\$ -
3	\$1,186.84	\$1,212.13	\$1,238.06	\$1,256.98
4	\$1,266.82	\$1,287.61	\$1,314.72	\$1,335.41
5	\$1,369.54	\$1,433.35	\$1,503.01	\$1,568.97
6	\$1,645.75	\$1,718.33	\$1,791.38	\$ -
7	\$1,844.63	\$1,916.28	\$1,989.94	\$2,063.97
8	\$2,145.17	\$2,226.27	\$2,312.52	\$2,403.70

Pay Increase 14/11/2022

Immunisation Nurse rate \$1841.41

Senior Officer (SO) & Senior Executive Officer (SEO) – Will be paid a minimum of \$2403.70 (\$1 more than Band 8D)

TABLE B
Base Weekly Wage Rates as at 13 November 2023

Band	A	B	C	D
1	\$1,139.80	\$1,149.10	\$1,158.30	\$1,167.84
2	\$1,181.67	\$1,194.39	\$1,208.23	\$ -
3	\$1,221.84	\$1,247.13	\$1,273.06	\$1,291.98
4	\$1,301.82	\$1,322.61	\$1,349.72	\$1,370.14
5	\$1,404.54	\$1,468.35	\$1,538.33	\$1,605.84

6	\$1,684.43	\$1,758.71	\$1,833.48	\$ -
7	\$1,887.98	\$1,961.31	\$2,036.70	\$2,112.47
8	\$2,195.59	\$2,278.59	\$2,366.86	\$2,460.19

Pay Increase 13/11/2023
 Immunisation Nurse rate \$1884.68
 Senior Officer (SO) & Senior Executive Officer (SEO) – Will be paid a minimum of \$2460.19 (\$1 more than Band 8D)

TABLE C
Base Weekly Wage Rates as at 11 November 2024

Band	A	B	C	D
1	\$1,174.80	\$1,184.10	\$1,193.30	\$1,202.84
2	\$1,216.67	\$1,229.39	\$1,243.23	\$ -
3	\$1,256.84	\$1,282.13	\$1,308.06	\$1,326.98
4	\$1,336.82	\$1,357.61	\$1,384.72	\$1,405.41
5	\$1,439.65	\$1,505.06	\$1,576.79	\$1,645.99
6	\$1,726.54	\$1,802.68	\$1,879.31	\$ -
7	\$1,935.18	\$2,010.34	\$2,087.62	\$2,165.28
8	\$2,250.48	\$2,335.55	\$2,426.03	\$2,521.70

Pay Increase 11/11/2024
 Immunisation Nurse rate \$1931.80
 Senior Officer (SO) & Senior Executive Officer (SEO) – Will be paid a minimum of \$2521.70 (\$1 more than Band 8D)

Allowances contained in this Agreement will be adjusted annually by the percentage of the pay increase provided for in this Agreement () on the first pay period in November 2022, 2023 and 2024.

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

Note: Refer also to clause 2.8.2.

Allowances	14/11/2022	13/11/2023	11/11/2024
	2.25%	2.35%	2.50%
Dead Animal Large	\$7.96	\$8.14	\$8.35
Dead Animal Medium	\$5.06	\$5.18	\$5.31
Dead Animal Small	\$2.10	\$2.15	\$2.20
Quantity of Fish	\$10.37	\$10.61	\$10.88
On Call (Daily)	\$20.16	\$20.64	\$21.15
Industry	\$29.53	\$30.22	\$30.98
Maintenance	\$33.56	\$34.35	\$35.21

Indoor 1st Meal		\$20.27	\$20.74	\$ 21.26
Indoor 2nd Meal		\$12.64	\$12.94	\$13.26
Outdoor 1st Meal		\$20.27	\$20.74	\$21.26
Outdoor 2nd Meal		\$12.64	\$12.94	\$13.26
Library per day (mobile)		\$7.08	\$7.24	\$7.42
Availability Allowance		\$38.76	\$39.67	\$40.67
First Aid		\$10.59	\$10.84	\$11.11
Hazardous Waste		\$9.84	\$10.07	\$10.32

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

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

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.

2.3.7 Employer Contributions

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

2.3.8 Voluntary Employee Contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Council to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Council makes the superannuation contributions provided for in clause 2.3.7

(b) An employee may adjust the amount the employee has authorised Council to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Council.

(c) Council must pay the amount authorised under 2.3.8(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 2.3.8(a) or (b) was made.

2.3.9 Absence from Work

Subject to the governing rules of the relevant superannuation fund, Council must also make the superannuation contributions provided for in clause 2.3.7 and pay the amount authorised under clauses 2.3.8(a) or (b):

(a) Paid leave - while the employee is on any paid leave;

(b) Work-related injury or illness - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- the employee is receiving workers compensation payments or is receiving regular payments directly from Council in accordance with the statutory requirements; and
- the employee remains employed by the Council.

2.4 ACCIDENT MAKE UP PAY

(a) Make up pay is the difference between the weekly benefits paid under the *Workplace Injury Rehabilitation and Compensation Act 2014 (Vic)* 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.

(b) Council will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Council pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2014 (Vic)*.

(c) **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant the *Workplace Injury Rehabilitation and Compensation Act 2014 (Vic)* and the employee's appropriate 38 hour Agreement rate; or in the case of a part-time employee, the pro rata Agreement rate; or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said Agreement or pro rata rate for that period.

(d) Council will pay or cause to be paid accident pay as defined above, during the incapacity of the employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.

(e) The liability of the Council 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 Council to pay accident pay as provided in this clause.

(f) In the event that the employee receives a lump sum in redemption of weekly payments, the liability of the Council to pay accident pay will cease from the date of such redemption.

(g) Notwithstanding the provisions of this clause:

- 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.
- where an employee has given notice of their intention to retire and is injured prior to the notified date of retirement, the liability to pay accident pay will cease at the date on which the employee was due to retire or 39 weeks whichever is the lesser period.

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	14/11/2022	13/11/2023	11/11/2024
	2.25%	2.35%	2.50%
123 hours service provided after hours. All telephone call dealt with	\$ 388.03	\$ 397.15	\$ 407.08
131 hours service provided after hours including one public holiday. All telephone calls dealt with	\$ 485.05	\$ 496.45	\$ 508.86
Full service provided including all public holidays during period. All telephone call dealt with	\$ 582.04	\$ 595.72	\$ 610.61

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 their home each day, will be paid an allowance of \$34.12 per day as a camping allowance, in addition to their prescribed wages.

2.7 PAYMENT OF WAGES

- (a) Wages will be paid fortnightly unless otherwise mutually agreed.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Council, into the bank or financial institution account nominated by the employee.
- (c) Council shall pay each employee (except for Nurses) a nominal transaction fee at the rate of 30 cents per fortnight.
- (d) Where an employee is absent from work other than on paid leave, such employee shall be paid for the hours worked only.
- (e) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the Council, payment of all wages and other monies owing to an employee will be made to the employee on the date of termination of employment or as soon thereafter as possible.

2.8 ALLOWANCES

2.8.1 General

This clause is read in conjunction with clause 2.1 which provides a summary of allowances currently being paid. It also provides for the indexation of allowances, excluding:

- Camping Allowance (clause 2.6);
- Accommodation, Meal and Travel Allowances (clause 4.2);
- Sessional Allowance (clause 5.1.6); and
- Nurses Higher Qualifications Allowance (clause 5.2.4).

2.8.2 Employees Other Than Physical/Community Services Employees Bands 3 to 8

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

Note: Refer also to the allowances table at clause 2.1 - the table reflects a summary of allowances currently being paid.

Allowances	Clause No	Amount		
		2.25% 14/11/2022	2.35% 13/11/2023	2.5% 11/11/2024
Bookmobile and Housebound disability allowance	2.8.3A	7.08	7.24	7.42
Meal Allowance				
First Meal	2.8.4	20.27	20.74	21.26
Subsequent Meal		12.64	12.94	13.26
Availability Allowance	2.9.7.2	38.76	39.67	40.67
On Call allowance (daily)	2.9.7.2	20.16	20.64	21.15

2.8.3 Library Allowances

(a) Bookmobile and housebound disability allowance

A Library employee will be entitled to an allowance for each day or part of a day on which she or he is required to operate a bookmobile or a housebound service as shown in 2.8.2 of this clause. This amount will not be part of an employee's salary for the purpose of overtime, other penalties, or any other purpose of this Agreement.

(b) Driving licence allowance

- (i) An employee who is appointed to a position in which the performance of their duties requires them to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to their motor vehicle driving licence, will be entitled to reimbursement of any costs they may incur in obtaining such endorsement including reasonable instruction fees.
- (ii) This provision will not extend to the reimbursement of such costs case where the employee had obtained the endorsement before the question arose of their appointment to a position requiring the endorsement.

(c) Excess travelling time and fares

- (i) Where an employee employed in a regional library service is instructed to commence work and/or to cease work at a place of duty which is not their 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 they usually spend in getting to work and returning home; and
 - The employee will receive the excess of any costs or fares incurred by them 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.
- (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 clause 2.8.8 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 clause 2.8.8 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.

2.8.4 Meal Allowance

- (a) This clause will apply to Employees other than Physical/Community Services employees.
- (b) Where a meal allowance is payable under this clause, it will be that amount shown in 2.8.2 above, opposite the levels set out below, except where an employee has been advised the day before that they 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 2.8.2 above.
- (c) An employee who is:
 - (i) required to work overtime which is continuous with their 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 2.8.2 of this clause.
 - (ii) recalled to work overtime after leaving their place of employment and:
 - is required to commence overtime before they have 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 2.8.2 of this clause; or

- is not required to commence overtime until after they have 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 2.8.2 of this clause;

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

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

- (i) Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the Council.
- (ii) Notwithstanding the provision of (c) and (e)(i):
 - meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the Council;
 - subject to Council 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 (e)(iii) apply.
- (iii) The provisions of this clause will not apply when the employee can return to their place of residence for the purpose of taking a meal, or where a suitable meal is provided by the Council.
- (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.

2.8.5 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 2.8.4 where:

(a) The officer works overtime in excess of one and a half hours which is continuous with their ordinary hours; or

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

(c) In both cases such overtime extends until after a recognised meal break.

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

(e) The provisions of this clause will not apply when the employee concerned can return to their place of residence for the purpose of taking a meal or where a suitable meal is provided by Council.

2.8.7 Meal Allowances - Nurses

An employee shall be paid meal money in addition to any overtime payment as follows, or supplied with an adequate meal where the Council has their own cooking and dining facilities:

(a) when required to work after the usual finishing hour of work beyond one hour (Monday to

Friday inclusive), or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$14.10. Provided that where such overtime work exceeds four hours a further meal allowance of \$12.71 shall be paid;

(b) when required to work more than five hours overtime on Saturday, or more than five hours by a shift worker on their rostered day off - \$14.10 and a further \$12.71 when required to work more than nine hours on such day. These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed;

(c) on request meal money shall be paid on the same day as overtime is worked.

2.8.8 Expenses Accommodation, Out of Pocket and Vehicle

(a) Where an employee is required to travel on duty involving overnight accommodation, such employee will be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of accommodation, meals and travel **in accordance with clause 4.2.**

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

(c) Where an employee (other than a Nurse) provides their own mode of conveyance, by arrangement with the Council they will be reimbursed at the kilometre rates:

Vehicles	Cents per kilometre
more than 4 cylinders	96.81
4 cylinders & less	79.77
Motor cycles	
250cc and over	46.61
Under 250cc	35.05
Bicycle	11.56

(d) Nurses

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.

Physical Services/Community Services Employees Bands 1 to 5

The following clauses 2.8.9 to 2.8.18 apply to Physical Services/Community Services Employees only.

2.8.9 Additional to Wages

(a) Driver (motor), garbage service allowance per week in addition to the appropriate truck drivers rate.

(b) Driver (motor), sanitary service allowance per week in addition to the appropriate truck drivers rate.

(c) 'Maintenance Allowance' - Employees engaged as the driver operator of a sludge/auto-educator, mechanical-street sweeper and road-cleansing machine, or water flusher, excavator, road or footpath roller, power grader or tractor, if required by the Council to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment per week.

(d) 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.

2.8.9	2.25% 14/11/2022	2.35% 13/11/2023	2.5% 11/11/2024
Driver Garbage Service	\$13.10	\$13.41	\$13.75
Driver Sanitary Service	\$20.00	\$20.47	\$20.98
Maintenance Allowance	\$33.56	\$34.35	\$35.21

2.8.10 Industry Allowance – Physical/Community Services Employees Only

In addition to the rates prescribed in clause 4.21 - Classification and minimum rates of pay - an employee engaged on any of the work specified therein will be paid an allowance as specified in Clause 2.1 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 their 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 their 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.

2.8.11 Trades Allowances

(a) In addition to the rates prescribed in clause 4.2.1 - Classification and minimum rates of pay, the following trades persons will be paid the undermentioned allowances, where applicable, corresponding to their classification:

Tool Allowance	Per week		
	2.25% 14/11/2022	2.35% 13/11/2023	2.5% 11/11/2024
Mechanic	\$ 18.87	\$ 19.31	\$ 19.79
Bricklayer, Carpenter	\$ 18.87	\$ 19.31	\$ 19.79
Plaster, Plumber (registered and unregistered)	\$ 18.87	\$ 19.31	\$ 19.79
Painter, Signwriter	\$ 4.88	\$ 4.99	\$ 5.11
Registered Plumbers Allowance			
Registered Plumbers only	\$ 27.63	\$ 28.28	\$ 28.99
Plumbing Trades Allowance			
Registered and unregistered plumbers	\$ 20.55	\$ 21.03	\$ 21.56

(b) The foregoing allowances will continue to be paid during an employee's absence pursuant to clauses 2.4 - Accident make-up pay, 3.15 – Personal/carer's leave, 3.4 - Jury service, 3.17 - Annual Leave and leave loading, and 3.19 - Public holidays only. In the case of other absences, the allowances will be paid on a pro rata basis.

(c) Licence Allowance

(i) A registered plumber who is required in writing by the Council to act on their plumber's licence during the course of their employment will be paid additional rates per hour for every hour of their employment whether or not they had in any hour acted on their licence, as specified in the below table of rates.

2.8.11	2.25% 14/11/2022	2.35% 13/11/2023	2.5% 11/11/2024
Licence Allowance	.90c	.92c	.94c

(ii) Acting on their plumber's licence will mean signing of notices and assuming responsibility to relevant authorities.

2.8.12 Dead Animals - Physical/Community Services Employees Only

(a) An employee removing and destroying or burying any dead animal specified below will be paid an additional amount for any day on which such duty was carried out.

(b) The additional amount will be according to the following scale irrespective of the number handled:

	2.25% 14/11/2022	2.35% 13/11/2023	2.5% 11/11/2024	
Horses, cattle, pigs and animals of similar size	\$ 7.96	\$ 8.15	\$ 8.35	Per day
Sheep and animals of similar size	\$ 5.06	\$ 5.18	\$ 5.31	Per day
Dogs, cats and animals of similar size	\$ 2.10	\$ 2.15	\$ 2.20	Per day
Fish in quantities	\$ 10.37	\$ 10.61	\$ 10.88	Per day

(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.

2.8.13 LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES

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

(a) 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.

(b) If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by an order of an authority, they will be paid the value of the clothes spoiled or destroyed.

(c) 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 clause will not apply when an employee is entitled to Worker's Compensation in respect to the damage.

2.8.14 First Aid Allowance - Physical/Community Services Employees Only

An employee who is the current holder of an appropriate first aid qualification such as a certificate from St. John's Ambulance, or similar body, will be paid a daily allowance, as specified in the below table of rates, if they are appointed by the Council to perform first aid duty.

	2.25%	2.35%	2.5%
2.8.14	14/11/2022	13/11/2023	11/11/2024
First Aid Allowance	\$10.59	\$10.84	\$11.11

2.8.15 Meal Allowance - Physical/Community Services Employees Only

When an employee is entitled to a rest period associated with overtime the Council will pay a meal allowance for the second and subsequent meals – as specified in clause 2.8.2.

2.8.16 Transport Allowance - Physical/Community Services Employees Only

(a) Where an employee is required by the Council to travel on behalf of the Council that employee will be reimbursed the expenses incurred by using the public transport nominated by the Council for such travel.

(b) Provided however that where by mutual agreement between that employee and the Council the employee provides their own vehicle that employee will be paid an allowance in accordance with the rates determined from time to time as per clause 2.8.8(c) above.

(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 their duties) in any motor car provided by such employee and used as their own mode of conveyance, nor will they be required to draw a trailer behind such motor car.

(d) Where an employee at the request of the Council does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of their duties) in any motor car provided by such employee and used as their own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance in cents per kilometre, as specified in the below table of rates.

	2.25%	2.35%	2.5%	
2.8.16	14/11/2022	13/11/2023	11/11/2024	
Transport Allowance	12.37	12.66	12.98	cents per km

(e) For the purposes of this subclause reimbursement of travel expenses will be in accordance with the above.

(f) Where an employee is instructed to commence work and/or to cease work at a place which is not their usual starting point and such employee incurs additional costs then such employee will be paid for the excess time spent in travelling at the appropriate rate of pay and be reimbursed for the excess travel costs incurred for travel between the employee's home and usual starting point.

2.8.17 Handling Infected Materials - Physical Services/Community Services Employees Only

(a) If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, they will be paid \$9.62 per day for each part of the day whilst so employed in addition to the amount otherwise payable for their ordinary work.

(b) The Council will provide the employee with proper disinfectants or acids.

(c) If an employee's clothes are spoiled or destroyed while on duty because of disinfectants or acids (unless caused by their own neglect) or by order of an authority, they will be paid the value of the clothes spoiled or destroyed.

2.8.18 Seasonal Watering Allowance - Physical Services/Community Services Employees Only

Where a greenkeeper, groundsperson or nurseryperson is required by the Council 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 2.9 - Overtime and work performed on Saturdays, Sundays and Public Holidays of this Agreement will prevail.

2.8.19 Uniforms/Protective Clothing - Employees other than Physical/Community Services Employees Only

Where uniforms and protective clothing are not issued by the Council to employees whose duties necessitate the wearing of uniforms and protective clothing, and on such scale as is reasonably required, an appropriate allowance will be paid. In the event of disagreement as to such issue or such scale, the matter will be resolved in accordance with the dispute settling procedures of this Agreement. Uniforms and protective clothing provided by the Council remain the property of the Council and will be returned by the employee upon request on termination.

2.8.20 Nurses - Clothing and Equipment(a) Nurses required by the Council 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 Council and be laundered and maintained by such Council free of cost to the employee.

(b) Instead of the provision of such uniforms, the Council 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 Council, 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.

2.8.21 Higher Qualifications Allowance – Nurses Only

Refer clause 5.2.4

2.8.22 Shift Allowance - Nurses Only

(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:

Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

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 4.25.21 Saturday and Sunday work and clause 3.19 Public holidays applies.

2.8.23 QUARTERS

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

- a) 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.
- b) 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 2.8.2 of this agreement.
- c) 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 2.8.23(b) will not apply and the rental charged will be determined between the respondent and the employee.
- d) The coming into operation of this clause with the exception of the rental charge specified in 2.8.23(b) will not affect the existing rights or obligations of employees or respondents.

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

- e) If an employer requires an employee to occupy quarters for caretaking purposes, no rental will be charged.
- f) 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.
- g) Caretaking duties performed by an employee will not be regarded as time worked for the purposes of this award.
- h) Caretaking duties will not involve any manual labour outside the employee's normal hours of duty.
- i) Any dispute as to what constitutes caretaking duties will be determined as per the requirements of clause 12 - Consultation and dispute resolution procedures.

2.8.24 Wet pay

- a) 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.
- b) 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.
- c) 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.
- d) Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of his/her clothes become saturated.
- e) All clothing and gum boots used will be disinfected prior to transfer to another employee.
- f) All clothing supplied by the employer remains the property of the employer.
- g) 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.

2.8.25 Hot Places

- a) 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.

2.9 OVERTIME AND WORK PERFORMED ON SATURDAYS SUNDAYS AND PUBLIC HOLIDAYS

2.9.1 Reasonable Overtime

2.9.1.1 Subject to clause 2.9.1.2, the employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The employer's requirement for an employee to work overtime must be reasonable.

2.9.1.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) Any risk to employee's health and safety;
- (b) The employee's personal circumstances including any family responsibilities;
- (c) The need of the workplace or enterprise;

(d) The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

(e) Any other relevant matter.

Full-Time Employees

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

2.9.2 Overtime - Employees Other Than Physical/Community Services Employees

The provisions of clause 2.9.2 apply to all 'employees other than physical/community services employees', except for senior executive officers, community services officers and recreation centre officers, and is to be read in conjunction with clause 2.9.7 (On call; availability and stand by duty).

2.9.2.1 Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that employees whose ordinary hours of work are different to those supervised, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.

2.9.2.2 All time worked on a Saturday will be overtime and will be paid for in accordance with 2.9.2.1 of this clause with a minimum payment as for three hours worked.

2.9.2.3 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.

2.9.2.4 All time worked on a public holiday as prescribed by clause 3.19 Public holidays, will be overtime and, subject to (d) (e) and (f) of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:

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

(b) or 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.

2.9.2.5 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.

2.9.2.6 An 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 she/he has not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

(a) An employee, other than an engineer, who is recalled to work overtime after leaving their 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 2.9.7.1 or 2.9.7.2, in which case they shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such

circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.

(b) Provided that where an employee is recalled to work in accordance with clause 2.9.7.1 or 2.9.7.2, and such work does not exceed three hours then such employee will be released after the completion of such overtime until they have had eight hours off duty without loss of pay for ordinary working time occurring during such absence.

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

2.9.2.7 As agreed between the parties, time off during working hours as per clause 3.2 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.

2.9.2.8 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 their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty. Subject to 2.9.2.7, such an employee will be paid overtime for such duty in accordance with 2.9.2.1 to 2.9.2.4 of this clause. Subclause 2.9.2.6 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.

2.9.2.9 Employees Engaged in Community Services

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

(b) Overtime will be paid at the following rates

Overtime performed in excess of, or outside the employee's ordinary hours of duty as prescribed by clause 4.25 - Ordinary time hours of work, will be payable at the rate of time and a half for the first three hours and double time thereafter on Monday to Saturday inclusive and at the rate of double time on Sunday, and at the rate of double time and a half on public holidays.

(c) Time off in lieu

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

2.9.2.10 Employees Engaged at Recreation Centres

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

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

time on Sunday.

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

(d) Time off in lieu

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

2.9.3 Overtime – Physical/Community Services Employees

The provisions of clause 2.9.3 apply to all Physical/Community Services Employees.

2.9.3.1 Except as otherwise provided by clause 2.9.7.3 (stand by duty) of this Agreement

(a) All work performed in excess of or outside the employee's ordinary hours of duty as prescribed by this Agreement will be payable at the rate of:

- 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.
- Subject to 2.9.3.4(b) of this clause, double time after Saturday noon:
- Double time all day Sunday.

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

(c) Penalty rates as defined by this subclause will apply to part-time and casual employees only when the hours performed exceed eight in any day within the spread specified by clause 4.25 - Ordinary time hours of work, of this Agreement and for work performed outside this spread.

2.9.3.2 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.

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

(a) An employee (other than a casual or part-time employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have 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 they have had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

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

(c) Where an employee is recalled to work in accordance with 2.9.3.4 of this clause and such work does not exceed three hours, 2.9.3.3, 2.9.3.3(a) and 2.9.3.3(b) above, will not apply.

2.9.3.4 An employee called out to work overtime after leaving their 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 they are so called out. Provided that, where the employee works in excess of two hours, such employee will be paid for a minimum of three hours work calculated at one-and-a-half times the ordinary prescribed rate for the first two hours and at double the ordinary prescribed rate thereafter.

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

- (i) Where the employee actually works for two hours or less, at any time on such day, the payment will be as for a minimum of three hours work calculated at 1.5 times the ordinary rate.
- (ii) Where the employee actually works for more than two hours the calculation will be as follows:
 - Where all or part of the hours worked are before noon then those hours, to a maximum of two, will be paid for at 1.5 times the ordinary rate and the remainder of the hours worked, or the remainder of the three hour minimum payment whichever is the greater, will be paid for at double the ordinary rate.
 - Where all those hours are worked after noon the minimum payment, or the actual hours worked, whichever is the greater, will be at double the ordinary rate.

(b) An employee called out to work overtime on a Sunday or on a public holiday will be paid for a minimum of three hours' work calculated at the rates prescribed in this clause and clause 3.19 Public holidays for the first call-out and for the actual time worked at each subsequent call-out.

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

(d) This subclause will not apply in cases:

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

(d)(i) And the employee called out will be paid for the actual time so worked at the appropriate overtime rate as specified in 2.9.3.1 of this clause:

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

(e) Employees on weekly standby in accordance with clause 2.9.7.3 who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.

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

2.9.3.5 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 their 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.

2.9.3.6 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 their home, or pay them at their current rate of wage for the time reasonably occupied in reaching their home.

2.9.3.7 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.

2.9.3.8 As agreed between the parties, time off during working hours as per clause 3.2 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.

2.9.3.9 Rest periods and meal allowances on overtime

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

- (i) Subject to employer approval an employee may elect to work continuously without a rest period but such employee shall not lose any entitlement to the meal allowance(s) specified.
- (ii) A meal allowance shall not be payable where the employer provides or offers to provide an adequate and suitable free meal or where an employee resides in the same locality as their place of employment and can reasonably be expected to return home for meals.
- (iii) An employee required to work overtime which is continuous with normal working hours without being notified on the previous day or earlier that they will be required to work and who is at work for at least two hours in addition to the interval taken for a rest period, shall be paid a meal allowance. After completion of each four continuous hours of such overtime, an additional rest period shall be given and taken for which a subsequent meal allowance shall be paid provided that the employee is required to work beyond each respective fourth hour.
- (iv) An employee required to work overtime on a Saturday, Sunday, public holiday without being notified on the previous day or earlier that they will be required to work or on recall to duty, shall be entitled to a rest period and meal allowance after four hours of continuous work, provided that the employee is required to work beyond the fourth hour.

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

2.9.4 Overtime - Casual and Permanent Part-Time Employees

This clause applies to all casual and permanent part-time employees, except for Nurses, and should be read in conjunction with clause 4.17.5(e):

2.9.4.1 Penalty rates will apply to part-time and casual employees only when the hours

performed exceed eight in any day within the normal spread specified by clause 4.25 - Ordinary time hours of work of this Agreement and for work performed outside this spread.

2.9.4.2 Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for the time worked only, with a minimum payment of one hour.

2.9.4.3 Where a casual employee works outside the normal spread of hours as specified in clause 4.25 - Ordinary time hours of work, the hourly rate (exclusive of the casual loading if paid) will be increased by the appropriate overtime penalty.

2.9.4.4 Part-time and casual Visitor Information Centre employees working ordinary hours on a Saturday or a Sunday will be paid at penalty rates as follows:

- all ordinary hours worked on a Saturday will be paid at the rate of time and a half and paid for the actual time worked;
- all ordinary hours worked on a Sunday will be paid at the rate of time and three quarters and paid for the actual time worked

2.9.5 Overtime - Senior Executive Officers

Specific conditions overtime and meetings

2.9.5.1 The provisions of the overtime clause of this Agreement will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:

2.9.5.2 Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 4.25 - Ordinary time hours of work of this Agreement, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing their annual salary to an hourly rate.

2.9.5.3 By agreement between the Officer and the employer, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed below. At the employer's discretion, such time off may accumulate and be taken in conjunction with the officer's annual leave entitlement.

2.9.5.4 Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside their ordinary hours of duty as fixed in accordance with clause 4.25 - Ordinary time hours of work of this Agreement, including such a meeting or meetings commencing during their ordinary hours and extending to a time more than one hour later than their ordinary hours, will not be entitled to overtime but they 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

2.9.5.5 For the purpose of 2.9.5.4 all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.

2.9.5.6 Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside their ordinary hours of duty will, if they finished duty later than midnight, be then released from all further duty on the following morning and until their normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

2.9.6 Overtime – Nurses

Overtime penalty rates

Hours worked in excess of the ordinary hours on any day or shift:

(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.

(d) No overtime will be worked without the approval of the Chief Executive Officer, or other authorized 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.

2.9.6.1 Time off instead of payment for overtime - Nurses

(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.

2.9.6.2 Rest period after overtime - Nurses

(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.

2.9.6.3 Rest break during overtime - Nurses

A Nurse 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.

2.9.6.4 Recall to work when on call - Nurses

A Nurse, 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.

2.9.6.5 Recall to work when not on call - Nurses

(a) A Nurse 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.

2.9.7 On Call, Availability and Stand By Duty

2.9.7.1 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 Agreement, and means that the designated employee, outside the normal spread of hours, will not proceed where they cannot respond to a telephone call and telephone for duty or work instructions. A daily on call allowance as specified in clause 2.8.2 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.

2.9.7.2 Availability Duty - Employees Other Than Physical/Community Services Employees

(a) Availability duty applies to designated 'Employees other than Physical/Community Services Employees' covered by Bands 3 to 8 of this Agreement, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where they cannot be contacted by telephone and where she/he having been contacted cannot take up duty within fifteen minutes. A daily availability allowance as specified in clause 2.8.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

(b) Subclauses 2.9.7.1 and 2.9.7.2 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 employer's premises to perform a specific job outside their normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 2.9.7.1 of this clause when the actual time worked is less than one hour on each such occasion.

(c) Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.

(d) Where an employee with the prior agreement of their employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

2.9.7.3 Stand By Duty – Physical/Community Services Employees

(a) Stand by duty applies to designated Physical Community Services Employees covered by Bands 1 to 5 of this Agreement, and provides that where an employee is required to stand by at home for seven consecutive days or not less than five days in any pay period for the purposes of their employer, they 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 they cannot be contacted by telephone so that they can be in a position to take up duty within fifteen minutes.

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

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

(c) Provided that where employees are engaged under the special engagement and shift work provisions of clause 4.25 - Ordinary time hours of work, the method of pro rata payment of the allowance will be as follows:

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

(d) Where an employee deputises, the sixteen hour allowance paid to the employee normally on stand-by will be reduced by the aforementioned amounts payable to the employee who deputises on stand-by.

(e) Where an employee fails to comply with the provisions of this clause, the allowance will not be payable.

(f) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 4.2.1 - Classification and minimum rates of pay of this Agreement includes a stand-by allowance.

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 their 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.

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, Agreement 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 relevant provisions 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

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

3.4.2 The employee will notify the Council as soon as possible of the date upon which they are required to attend for jury service.

3.4.3 Further, the employee will give the Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

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 their 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 the NES and other Agreement provisions the following shall apply:

3.7.1 The first fifteen weeks of parental leave for the primary care giver is paid leave. Alternatively, the first 30 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.

3.7.3 Unpaid Leave

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

3.7.4 Eligibility

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

Council immediately before:

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

3.7.5 Application

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

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

3.7.6 Definitions

For the purposes of this clause:

Eligible Casual Employee means a casual Employee:

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

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

Child means:

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

Primary Carer means the person who is most responsible for meeting the child's physical care and needs on a daily basis. This will usually be a parent of a newborn child or the initial primary carer of an adopted child. Only one person can be the designated primary carer for a child.

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

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

3.7.7 Special Parental Leave

(a) where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary;

(b) where the pregnancy ends within 28 weeks of the expected date of birth the Employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements and is also entitled to unpaid special maternity leave.

3.7.8 Continuing to Work while Pregnant

(a) The Council may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

- continues to work within a six week period immediately prior to the expected date of birth of the child; or
- is on paid No Safe Job Leave.

(b) The Council may require the Employee to start parental leave if the Employee:

- does not give the Council the requested certificate within seven days of the request; or
- gives the Council a medical certificate stating that the Employee is unfit to work.

3.7.9 Personal/Carer's Leave

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

3.7.10 Transfer to a Safe Job

(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the Council deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.

(b) If the Council does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take no safe job paid leave, or the Council may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

- when the Employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or
- when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

(c) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

3.7.11 Notice and Evidence Requirements

(a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

- that the Employee will become either the Primary Carer or Secondary Carer of the Child, as appropriate;
- that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Council of any changes to the notice already provided, unless it is not practicable to do so.

(c) The Council may require the Employee to provide evidence which would satisfy a reasonable person of:

- in the case of birth-related leave, the date of birth of the Child including without limitation, a medical certificate stating the date of birth or expected date of birth; or
- in the case of adoption-related leave, the commencement of the placement or expected day of placement of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

3.7.12 Commencement of Parental Leave

(a) An Employee who is pregnant may commence Primary Carer leave 6 weeks prior to the expected date of birth of the Child, or earlier by agreement with the Council. The period of parental leave must commence no later than the date of birth of the Child.

(b) Secondary carer parental leave may commence on the day of birth or placement of the Child.

(c) The Council and Employee may agree to alternative arrangements regarding the commencement of parental leave.

(d) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

3.7.13 Single Period of Parental Leave

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

(a) Concurrent leave as prescribed by the NES; or

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

3.7.14 Parental Leave and Other Entitlements

(a) An Employee may in lieu of or in conjunction with parental leave, access any Council paid parental leave, annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

(b) Unpaid parental leave shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

3.7.15 Keeping In Touch Days

(a) During a period of parental leave the Council and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

(b) Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

3.7.16 Extending Parental Leave

(a) An Employee, who is on an initial period of parental leave of less than 52 weeks, may extend the period of their parental leave on one occasion up to the full 52-week entitlement. If the Council agrees, the employee may further extend the period of unpaid parental leave one or more times up to the full 52-week entitlement.

(b) The Employee must notify the Council in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

(c) The Employee may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the initial 52-week period. The Employee's request must be in writing, and must be given to the Council at least 4 weeks before the end of the period. The Council must give the employee a written response to the request stating whether the Council grants or refuses the request, and must not refuse the request unless the Council has given the Employee a reasonable opportunity to discuss the request. The response must be given as soon as practicable, not later than 21 days after the request is made. The Council may refuse the request only on reasonable business grounds. If the Council refuses the request, the written response must include details of the reasons for the refusal.

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 the 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

(a) An employee is entitled to the amount of leave documented in the table below for compassionate/bereavement leave, paid on each occasion, if a member of the employee's immediate family or household dies or is seriously ill.

(b) Notwithstanding sub-clause (a) Nurses are entitled to four days' paid compassionate/bereavement leave per occasion. 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.

(c) An employee is entitled to compassionate/bereavement leave for each occasion (permissible occasion) when a member of the employee's immediate family (as defined), or a member of the employee's household:

- contracts or develops a personal illness that poses a serious threat to their life; or
- sustains a personal injury that poses a serious threat to their life; or
- dies.

(d) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- to spend time with the member of the employee's immediate family or household; or
- after the death of the member of the employee's immediate family or household.

(f) If an employee, other than a casual employee, takes a period of compassionate or bereavement leave, Council must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

(g) For casual employees, compassionate/bereavement leave is unpaid leave.

(h) The employee must give Council notice of the taking of leave as soon as practicable (which may

be a time after the leave has started); and must advise Council of the period, or expected period, of the leave.

(i) If required by Council, the employee must provide evidence that is satisfactory to the Council.

(j) The entitlement to use Bereavement Leave/Compassionate Leave and Carer's Leave in accordance with 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 employees 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:
Immediate family - As per definition in clause 1.2 The death of an employee's spouse, de facto, former defacto, child, parent, grandparent, grandchild or sibling.	5 days
Significant Other 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/CARER'S LEAVE

In addition to the NES and other Agreement provisions the following shall apply:

3.15.1 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.

3.15.2 Accrual

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

(a) For each year of service with the Council, an employee is entitled to 12 days of paid personal/carer's leave – except for Nurses.

(b) Employees other than Physical/Community Services Employees - on commencement of employment an employee will be credited with one day of personal/carer's leave on ordinary pay. After one completed month of service the employee will accrue a further eleven days personal/carer's leave. After one completed year of service and for every subsequent completed year of service the employee will accrue twelve (12) days of personal/carer's leave.

(c) Physical/Community Services Employees - on commencement of employment an employee will be credited with one day of personal/carer's leave on ordinary pay, and then one ordinary day for each completed calendar month of service. After one completed year of service and for every subsequent completed year of service the employee will accrue twelve (12) days of personal/carer's leave.

(d) A temporary employee shall accrue personal/carer's leave of one (1) day at full pay for each month of completed service, which accrues on a pro-rata basis.

(e) Nurses – will be credited with:

- up to 16 days annually in the first year of service;
- up to 18 days in each year in the second, third and fourth years of service;
- up to 25 days in the fifth and following years of service.

(f) Personal/Carer's leave shall not accrue during periods of unpaid leave except as provided by the Fair Work Act. All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carer's leave and for public holidays) are entitled to paid personal/carer's leave.

(g) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Personal/Carer's leave not used shall continue to accumulate without limit and will be carried over to subsequent years of service with Council.

3.15.3 Personal/Carer's leave may be taken:

(a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) To provide care or support to a member of the employee's immediate family (as defined), or a member of the employee's household, who requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency.

(c) All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid personal/carer's leave for the purposes of caring for an immediate family member or the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid personal carer's leave or in the case of a casual employee, where paid personal/carer's leave does not apply.

3.15.4 Immediate Family or Household

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

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

The term **immediate family** is defined in clause 1.2.

3.15.5 Notification and evidence

(a) Notification:

- Where an employee is absent due to personal illness or injury the employee must let their manager or supervisor know that they are going to take personal/carer's 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.
- For carer's leave the employee must, where practicable, give the Council prior notice of

their intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Council by telephone of such absence at the first opportunity on the day of absence.

(b) Evidence:

- For Employees Other Than Physical/Community Services Employees - for each period of personal (sick) leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the Council may require a medical certificate to be furnished with respect to any absence. Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner. For Carer's leave, the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- For Physical/Community Services Employees - evidence of their illness or injury satisfactory to the Council. Provided that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.
- For Nurses - if required by the Council, evidence that would satisfy a reasonable person.
- Medical certificates or statutory declarations are examples of acceptable forms of evidence that an employee can provide for personal (sick) or carer's 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.

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

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

- (a) An employee's service is continuous (breaks of two months' or less will be deemed not to break continuity).
- (b) The employee at the time of engagement produces a certificate duly certified by the previous Council certifying the amount of personal/carer's leave accumulated to their credit, and the date upon which the last entitlement was credited to him/her.
- (c) Where an employee's accumulated personal/carer's leave is less than twenty days, then the amount of leave transferable will be that standing to an employee's credit.
- (d) Provided that an employee will not be entitled to have more than twelve (12) days credited to him/her in respect of any twelve month period.

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.

3.17 ANNUAL LEAVE

3.17.1 Period of Annual Leave

(a) All employees (except for casual employees who are in receipt of the loading in lieu of payment for annual leave, personal/carer's leave and for public holidays) will be entitled to four (4) weeks paid annual leave.

(b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year, in accordance with the NES.

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

3.17.2 Payment for Period of Leave

(a) Each employee will in respect of the period of leave, be paid their ordinary pay as if they had worked instead of taking leave.

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

3.17.3 Annual Leave Loading

(a) The employee will be paid an annual leave loading of 17.5% calculated on the employee's minimum weekly rate of pay in addition to payment for annual leave provided.

(b) Annual leave loading will, at the discretion of the employer, be paid in any of the following ways:

- on the anniversary date of employment;
- on the same date each year as determined by the employer; or
- when taking annual leave.

(c) Except for Physical/Community Services employees or Nurses, the maximum amount of annual leave loading that the employer may be required to pay in any year of service will not exceed \$1618.70.

3.17.4 Continuous Service

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

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

3.17.5 Proportionate Leave on Termination

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

3.17.6 Annual Closedown

Refer Clause 4.13

3.17.7 Shift Workers for the Purposes of the NES

Shiftworkers, as defined in clause 1.2 (Definitions) of this Agreement are entitled to an additional one week of annual leave in accordance with s. 87(1)(b) of the Fair Work Act.

3.18 LONG SERVICE LEAVE

Employees covered by this Agreement will be entitled to long service leave in accordance with the provisions of the Local Government (Long Service Leave) Regulations 2021 or their successor.

3.19 PUBLIC HOLIDAYS

- (a) All employees, except casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Friday before the AFL Grand Final, Christmas Day and Boxing Day, and:
- (b) Melbourne Cup Day or by agreement a local substituted day; and
- (c) Any other additional days, substitute days or half-days as prescribed by the Victorian Government in accordance with the Public Holidays Act 1993 (Vic).
- (d) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (e) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (f) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be

observed on the next Monday.

(g) An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

(h) Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

(i) Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.

(j) Except as otherwise provided below, an employee who is required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day they will be paid at 2.5 times their ordinary prescribed rate for all time worked: and such payment will be in addition to their normal wages for the day.

(k) If a public holiday as set out above occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday, provided that satisfactory evidence of such illness is furnished to the employer by or on behalf of such employee. This subclause will not apply during a period of unpaid personal/carer's leave.

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

3.19.1 Community Services Officers (Specific Engagement)

(a) Subject to (b) Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.

(b) An employee who works on a public holiday as part of their ordinary working hours will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs

(c) A Community Services Officer who is rostered off on a public holiday will be entitled to another day off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs.

3.19.2 Recreation Centre Officers (Specific Engagement)

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

3.19.3 Nurses

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.

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 \$29.85
- Dinner \$51.50

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 OCCUPATIONAL 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 their work as he or she would normally unless he or she has a reasonable concern about an imminent risk to their 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.

*\$12000 for full private use (Senior Officers)

*\$10000 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, and in particular, should the workplace rights entitlements be misused and/or changes to Councils workplace and processes render this arrangement inoperable

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 they will be given the option of:

- Taking annual leave in advance;
- Taking leave without pay; or

- Working during the period of close-down

4.14 WORKSITE FLEXIBILITY/STARTING POINT (EMPLOYEES OTHER THAN NURSES)

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

At the direction of the Council, any employee may be required to relocate their place of employment provided that:

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

Where agreement cannot be reached between the employee and the employer, the matter will be determined by clause 4.7 – Prevention and Settlement of Disputes.

4.15 HIGHER DUTIES

4.15.1 Physical/Community Services Employees Bands 1 to 5

(a) An employee directed by the Council to perform for the whole of the day duties carrying a higher rate of pay will be paid while undertaking such duties at the commencement level of the higher classification Band.

(b) For the purposes of this clause a day will be defined as:

- For full-time employees the ordinary hours of work while the higher duties are being performed.
- For part-time and casual employees, higher duties will apply for actual hours worked provided that such duties are undertaken for more than two hours on any day.

4.15.2 Employees Other Than Physical/Community Services Employees Bands 3 to 8

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

4.15.3 Nurses

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.

4.16 MULTI-SKILLING

The Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the respective classification, provided that:

- Where an employee is directed to carry out any work within their classification or work of a lower classification, such work will be performed without reduction in salary;
- Where an employee is directed to carry out work of a higher classification, the higher duties provisions of clause 4.15 will apply; and
- Any direction issued under this clause will be consistent with the Council's obligation to provide a safe and healthy working environment.

4.17 TYPES OF EMPLOYMENT

4.17.1 General

(a) Employees covered by this Agreement will be employed in one of the following categories:

- full-time employees; or
- permanent part-time employees; or
- casual employees; or
- temporary employees (except for Nurses).

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

4.17.2 Full-time employment – Nurses only

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

4.17.3 Casual employment – All Employees except for Nurses

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

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

(c) A casual employee will not be entitled to any pro rata annual leave, personal/carer's leave or public holidays.

(d) The services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.

(e) A casual employee will be paid a minimum of two hours pay for each engagement, with the exception of the following casual employees subject to a one hour minimum engagement:

- Swimming Instructor
- Fitness Instructor
- Personal Trainer
- School Crossing Supervisor
- Cleaner engaged at a small, stand alone location with a total cleaning area of not more than 300 square meters

4.17.4 Casual employment – Nurses only

(a) A casual employee is an employee engaged as such on an hourly basis.

(b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.

(c) A casual employee will be paid a minimum of two hours pay for each engagement.

(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.

4.17.5 Part-time employment – Employees except for Nurses

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

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

(c) With the exception of School Crossing Supervisors, part-time employees will be engaged for a minimum of one hour on each start.

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

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

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

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

(g) A part-time employee shall be entitled to pro rata Annual Leave, Personal/Carer's Leave and Long Service Leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

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

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

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

Agreed additional hours

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

Additional hours by direction

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

4.17.6 Part-time employment – Nurses only

(a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

(b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

(c) The terms of the agreement may be varied by agreement and recorded in writing.

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

4.17.7 Temporary Employment – Employees other than Nurses

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

(b) The employer will not dispense with a permanent position for the purpose of creating temporary position(s).

4.17.8 Right to request casual conversion – all employees

(a) An employee, engaged by the employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

(b) A regular casual employee is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.

(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

(e) Any request under this subclause must be in writing and provided to the employer.

(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

(g) Reasonable grounds for refusal include that:

(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);

(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;

(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or

(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:

(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and

(ii) if it is agreed that the employee will become a part-time employee, the hours to be worked.

(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the employer to require a regular casual employee to so convert.

(o) Nothing in this clause requires the employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

(p) The employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 6 months of the employee's first engagement to perform work.

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

4.18 TERMINATION OF EMPLOYMENT

4.18.1 Requirement for notice of termination or payment in lieu

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

Minimum period of notice:

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

Period		
	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
4	More than 5 years	4 weeks

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

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

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

4.18.2 Notice of termination by an employee

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

4.18.3 Job search entitlement

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

4.18.4 Abandonment of employment

- (a) An employee (other than a Nurse) 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 they were absent for reasonable cause, they will be deemed to have abandoned their employment without notice. The employer will make a reasonable effort to contact the employee before the contract is terminated under this clause.
- (b) Termination in such circumstances will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

Notwithstanding the above, an employee deemed to have abandoned their employment as described above will be provided notice of termination in accordance with clause 4.18.1.

4.19 POSITION DESCRIPTION

4.19.1 The Council will provide to each employee a position description upon engagement 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;
- management skills;
- interpersonal skills;
- qualifications and experience required for the position.

4.19.2 The position description will be reviewed by the Council in consultation with the employee concerned at least annually.

4.20 ANNUAL REVIEW

4.20.1 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 their assessment delayed by the period of such absence.

4.20.2 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 3 - Classification Definitions of this Agreement;
- reference to the Prevention and Settlement of Disputes clause contained in this Agreement if necessary;
- access by the employee concerned to any formal review documentation upon request.

4.20.3 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:

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

4.20.4 Nurses

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

4.21 CLASSIFICATION AND MINIMUM RATES OF PAY

4.21.1 Employees Bands 1 to 8

(a) The employer will grade its employees in accordance with the Classification Definitions contained in Appendix 3 of this Agreement.

(b) The employee or appropriate union will have the right to request a review of their classification if it is considered to be incorrect.

(c) Any dispute concerning the classification of an employee shall be dealt with in accordance with the disputes procedure in this agreement.

(d) The salary entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.

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

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

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

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

4.21.2 Junior Employees (Employees other than Physical/Community Services)

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

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

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

(c) The rates of pay prescribed will be deemed to be the minimum rates payable, and nothing will preclude the employer from paying an employee at a higher rate of pay than that prescribed.

(d) Junior employees will be paid at least \$0.05 more than the applicable rate of the Victorian Local Government Award 2015 (as varied from time to time), where Council rates of pay are not better off.

4.21.3 Apprentices (Physical/Community Services Employees Only)

(a) A junior employee other than an apprentice or trainee as defined shall be paid the ordinary rate applicable to the classification in which they are employed.

(b) Junior apprentices

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

(c) Four year apprenticeships

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

(d) Three year apprenticeships

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

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

(f) Adult apprentices

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

4.21.4 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.

4.21.5 School Based Apprentices

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

(b) The hourly rates for full-time junior and adult apprentices as set out in this Agreement shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(c) For the purposes of (b), where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over a semester or year.

(d) The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

(e) For the purposes of this clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.

(f) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.

(g) School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.

(h) These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.

(i) Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.

(j) School-based apprentices shall be entitled pro rata to all of the conditions of employees under

this Agreement.

4.21.6 Nurses Classification

Where a registered nurse is appointed to undertake immunisation duties, the nurse shall be classified as an Immunisation Nurse and paid the corresponding salary as appearing in clause 2.1.

4.22 SENIOR EXECUTIVE OFFICERS

(a) An employee classified as a Senior Executive Officer (SEO) is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix 3 - Classification Definitions of this Agreement.

(b) The entry point for a Senior Executive Officer (SEO) will be a minimum of a band 8D plus \$1.

(c) The conditions of employment of a Senior Executive Officer shall be as prescribed for employees other than Physical/Community Services employees.

(d) Notwithstanding the provisions of (b) above, the employer and a Senior Executive Officer may enter into a salary agreement which:

- must be in writing and signed by both parties; and
- either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
- a notation placed in the record as to where a copy of the agreement may be inspected;

and which provides for:

- an overall requirement that the employee will receive no less under the SEO arrangement than the employee would have been entitled to if all Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the Agreement such as private use of an employer provided motor vehicle;
- an annual review of the SEO agreement;
- access to the Fair Work Commission for dispute resolution in accordance with the dispute resolution procedure set out in the Agreement;
- details of any salary package arrangements;
- details of any other non-salary benefits provided to the employee;
- details of any performance pay arrangements and performance measurement indicators;
- the involvement of an employee nominated representative which may be a representative from their union;
- the salary for the purposes of accident make up pay.

(e) The SEO agreement may, subject to point 1 and point 4 of (d) above, also specify that the following Agreement provisions may not apply:

- Allowances and expenses
- Overtime, time off in lieu, penalty rates and meeting attendance
- Higher duties
- Worksite flexibility
- Callback and availability

- Annual Leave loading

(f) Notwithstanding clause 4.17 (Types of Employment), an employee appointed as a Senior Executive Officer who is also a Senior Officer as defined in this Agreement may be employed under a maximum term contract. Senior Officers are excluded from the Agreement under clause 1.3.

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

4.23 OPTION FOR ANNUALISED SALARY

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

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

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

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

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

(d) An agreement under this clause:

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

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

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

4.24 SUPPORTED WAGE SYSTEM

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

4.25 ORDINARY TIME HOURS OF WORK

4.25.1 Standard Engagement (Employees other than Nurses)

(a) 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 (unless otherwise provided in an Appendix to this Agreement) 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.

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

(c) 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 employer the ordinary hours of duty may extend beyond the above spread of hours.

(d) 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 above, they may be required to work in accordance with the hours specified in that centre or work location.

(e) Subject to the further provisions of this Agreement 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.

4.25.2 Rest Break

Employees Bands 1 to 5 (Physical/Community Services) only:

(a) Every full-time employee will be allowed a paid break of twenty minutes per day to be taken during the first part of their 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.

(b) 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 rest break.

4.25.3 Variation to Standard Engagement

Notwithstanding the provisions of 4.25.1, upon the consent of the employer and then by written agreement between the employer 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.

(a) 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 employer considers this necessary.

(b) The appropriate Union or Unions will be supplied with a copy of the agreement.

(c) Nothing in this clause will affect the rights of any party to the Agreement to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the dispute settlement procedures in this Agreement.

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

(e) Rostered Days Off will be in accordance with clauses 4.11 and 4.14 of this Agreement.

4.25.4 Additional Provisions

(a) 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.

(b) The hours of work for all employees will be continuous except for meal-breaks

(c) Where an employee as a result of their own actions works less than 38 hours a week, they will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.

(d) The commencing times within the spread of hours as laid down in clause 4.25.1 of this clause and the meal period applying at the date of this Agreement 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.

SPECIFIC ENGAGEMENT (EMPLOYEES OTHER THAN PHYSICAL/COMMUNITY SERVICES EMPLOYEES ONLY)

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

(a) The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).

(b) The spread of hours during which a hallkeeper will perform their duties will be the subject of mutual arrangement between the employer and the employee concerned.

(c) By written agreement between the employer and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.

(d) Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with (b) and (c), they 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 their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

(e) The provision as to overtime payment appearing in (d) of this clause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

(f) Work performed in addition to ordinary hours as provided in (b), (c), and (d) will be paid for at the appropriate overtime rate prescribed by this Agreement.

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

4.25.6 Library Employees - Specific Engagement

(a) The ordinary hours of duty of employees employed in a municipal library will be as prescribed in clause 4.25.1, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this Agreement.

(b) Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in clause 4.25.7 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.

(c) Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed between an employee, the employees affected or the Australian Services Union.

4.25.7 Library Rosters - Specific Engagement

(a) Where employees are required to work their 35 ordinary hours prescribed in clause 4.25.6 according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.

(b) Should there be any change made to the rostered hours of any library employee appearing in such roster, he or she will be advised of the change at least 48 hours in advance of the time at which such change is to be effected. Where that amount of notice has not been given, the employee working their altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.

(c) The provision as to overtime payment appearing in (b) of this clause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.

(d) Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the consultation and dispute resolution procedures of this Agreement.

4.25.8 Inspectorial - Specific Engagement

(a) The ordinary hours of duty for employees employed as:

- Superintendent Traffic and By-Laws;
- Senior By-Laws Officer;
- Senior Traffic Inspector;
- Market Superintendent;
- By-Laws Officer;
- Traffic Inspector;
- Other Inspector however titled.

(b) All of the above however titled, will be 38 per week, to be worked in five days of not more than eight hours per day, Monday to Friday inclusive. The ordinary hours on any day will be worked continuously except for a meal break between 7.00 a.m. and 6.30 p.m. The starting and finishing times of ordinary work on any day within such daily spread of hours will be as determined by the employer either generally or for particular employees according to work requirements from time to time.

(c) Provided that with the agreement of the employee(s) concerned the employer may extend the spread of ordinary hours to 7.00 p.m. Where the employee(s) unreasonably withhold consent the matter will be dealt with in accordance with the consultation and dispute resolution procedures.

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

(a) The ordinary hours of duty for employees who are engaged by the employer to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, recreation, leisure, arts and culture and/or who is primarily concerned with the social and living standards in the community will be:

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

(b) The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified for that roster for that day.

(c) Ordinary hours will be worked within a spread of 5.00am to 10.00pm Monday to Sunday. Employees engaged in community services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00 am and 10.00 pm. All other weekend hours for such employees will be paid according to clause 2.9.2.9.

(d) 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 their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

(e) The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement, and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

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

(a) The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:

- 38 hours 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.

(b) The ordinary hours of duty of an employee on any day when they are rostered for work will be the hours specified for that roster for that day.

(c) Ordinary hours will be worked within a spread of 5.00am to 10.00pm Monday to Sunday. Employees engaged in recreation centres will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00 am and 10.00 pm. All other weekend hours for such employees will be paid according to clause 2.9.2.10.

(d) 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 their altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

(e) The provision as to overtime payment appearing above will not apply where the alteration has been made by employee(s) themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

4.25.11 Physical/Community Services Employees Engaged in Sanitary or Garbage

Collections or Disposal – Specific Engagement

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

4.25.12 Special Engagement (Physical/Community Services Employees Only)

Definitions

(a) Ordinary rate (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by this Agreement plus 25% for special engagement together with the industry allowance where applicable.

(b) Employee in this Part of this clause will mean any of those employees specified in clause 4.25.13 who are specifically employed under this Special Engagement clause and not under Standard Engagement (clause 4.25.1). This includes Front of House Attendants and Technical Assistants who work at the Wedge Performing Arts Centre.

(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 their classification, and they will be entitled to personal/carer's leave and annual leave on a pro rata basis in accordance with the hours worked in performance of such duties.

(d) A part-time employee who would have, as a part of their normal working pattern, worked on a public holiday will receive a pro rata payment for that holiday commensurate with the number of hours normally worked.

(e) The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:

- 76 hours per fortnight to be worked in five days of not more than eight hours per day on any day of the week except a public holiday. The ordinary hours on any day will be worked continuously except for a meal break; or
- a roster may be agreed upon between employees and/or an employee and the employer such that the ordinary working hours will not exceed 76 such ordinary hours in consecutive two week periods or 152 such ordinary hours in consecutive four week periods.

(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 (a) of this clause receives a 25% loading for casual employment (which is in lieu of payment for annual leave, personal/carer's leave and public holidays) for time worked during ordinary hours.

4.25.13 Ordinary Hours of Duty (Special Engagement)

(a) Notwithstanding the provisions of clause 4.25.1 (Standard Engagement), the ordinary hours of duty of employees in the following categories of employment may be in accordance with the Special Engagement provisions (clauses 4.25.12 to 4.25.15).

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

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

(c) In the case of a full-time employee, according to a roster agreed upon between the employee or (if more than one employee is directly concerned) a majority of the employees directly concerned

and the employer; provided that the ordinary hours fixed by any such roster will not exceed 38 in any one-week period, or alternatively 76 in any consecutive two-week period, or alternatively 114 in any consecutive three-week period, or alternatively 152 in any consecutive four-week period. The ordinary hours of duty of an employee on any day when they are 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.

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

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

(f) The spread of hours for full-time part-time and casual employees will be 5.00am to 10.00pm Monday to Sunday.

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

(g) Employees engaged in Community Services or Recreation Centres will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5.00 am and 10.00 pm. All other weekend hours for such employees will be paid according to clause 4.25.14.

4.25.14 Overtime (Special Engagement)

Overtime performed in excess of or outside the employee's ordinary hours of duty as prescribed by clause 4.25.13 will be payable at the rate of time and half for the first two hours and double time thereafter on Monday to Saturday inclusive and at a rate of double time on Sunday. Penalty rates as defined by this clause will apply to part-time and casual employees only when the hours worked exceed eight in any day or for hours worked outside the spread.

4.25.15 Public holidays (Special Engagement)

(a) Employees required to work on public holidays in excess of their ordinary hours of duty will be paid at the rate of double time and a half for all time so worked.

(b) Notwithstanding anything elsewhere contained in this Agreement, employees on Special Engagement who work on public holidays prescribed in this Agreement as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

(c) Where an employee is rostered off on the day on which a public holiday falls, that employee will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

(d) Provided that, where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee will not be entitled to an additional day as provided in clause (c) hereof.

(d) Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day. However, where casual employees receive the 25% loading for casual employment, in lieu of annual leave, personal/carer's leave and public holidays, all duty performed on such public holidays will be paid at ordinary rates.

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

(a) This clause does not apply to Community Services Officers, Recreation Centre Officers, or Hallkeepers whose ordinary hours are 38 per week, or to Library Employees whose ordinary hours of work are 35 per week, Monday to Saturday noon. However, this shiftwork clause may be applied in circumstances where Hallkeepers and Library Employees referred to above agree to work their ordinary weekly hours inclusive of Saturday and/or Sunday work.

(b) Employees working shift work will work in accordance with the following minimum provisions:

- A day shift starting at 7.00 a.m. or later no penalty.
- Afternoon shift finishing after 7.00 p.m. and at or before 12 midnight 15% penalty on whole of shift, Monday to Friday.
- Rotation of shifts.
- For shifts on a Saturday, a penalty of 50%, for shifts on a Sunday, a penalty of 100% and for shifts on a public holiday, a penalty of 150%.
- Unpaid meal breaks where the employee is allowed to leave the premises, or in the case of an employee to be at work for a full shift, a crib break of at least half an hour.
- All shift rosters for other than Monday to Friday work will be as agreed with the Australian Services Union.

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

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

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

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

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

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

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

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

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

- **Afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight.
- **Continuous work** means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during

breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- **Rostered shift** means a shift of which the employee concerned has had a least 48 hours' notice.

4.25.17.1 Hours Continuous Work Shifts

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

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

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

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

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

4.25.17.2 Hours other than continuous work

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

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

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

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

4.25.17.3 Rosters

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

4.25.17.4 Variation of agreement

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

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

employer to the employees.

4.25.17.5 Afternoon or night shift allowance

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

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

(c) An employee who:

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

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

4.25.17.6 Saturday work

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

4.25.17.7 Overtime

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

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

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

4.25.17.8 Reasonable overtime

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

4.25.17.9 Sundays and Public Holidays

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

- Sundays at the rate of double time;
- Public holidays as prescribed by clause 3.19 - Public holidays at the rate of double time.

(b) Shift workers on other than continuous work for all time worked on a Sunday or public holiday will

be paid at the rates prescribed by clause 3.19 - Public holidays of this Agreement.

(c) Where shifts commence between 11.00 p.m. and midnight on a Sunday or public holiday, the time so worked before midnight will not entitle the employee to the Sunday or public holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as time worked on such Sunday or public holiday.

(d) Where shifts fall partly on a public holiday, that shift the major portion of which falls on a public holiday will be regarded as the public holiday shift.

(e) The rates prescribed herein will be in addition to the shift premium prescribed, provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

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

(a) An employee whose rostered hours of ordinary duty finish between 6.30 p.m. and 8.00 a.m. or commence between 6.30 p.m. and 6.30 a.m. will be paid a shift work loading of 2.5% of their classification each rostered period of duty.

(b) Provided that an employee working rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. will be paid a shift loading of 4% of their classification each rostered period of duty. Any employee permanently working such rostered hours i.e. a period in excess of four consecutive weeks, will be paid a shift loading of 5% of their classification each rostered period of duty.

(c) Provided where in the absence of agreement an employee who is changed from working one shift to working another shift of which the commencement time differs by four hours or more will be paid an additional amount of 4% of their classification for that occasion.

(d) Where it is mutually agreed, in writing, to change shift the aforementioned 4% will not apply.

4.25.19 Ordinary Hours of Work - Nurses

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

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

(c) An accrued day off (ADO) system of work may be implemented in accordance with clause 3.11.

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

(e) 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.

(e) Rest breaks between rostered work

A Nurse 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.

4.25.20 Rostering - Nurses

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

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

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

(d) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be

carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

4.25.21 Saturday and Sunday Work - Nurses

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

(b) Where a Nurse 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.

SECTION 5 – SPECIFIC STAFF PROVISIONS

APPENDIX 1

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.

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.

APPENDIX 2

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

(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 base Immunisation Nurse rate
- Post Graduate Diploma - 6.5% of the base Immunisation Nurse rate
- Masters or Doctorate - 7.5% of the base Immunisation Nurse rate

(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.

(d) 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.

5.2.6 On Call Allowance

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

- between rostered shifts or ordinary hours Monday to Friday inclusive - 2.35% of the base Immunisation Nurse rate;

- between rostered shifts or ordinary hours on a Saturday - 3.54% of the base Immunisation Nurse rate; or
- 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 base Immunisation Nurse rate.

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.

APPENDIX 3

CLASSIFICATION DEFINITIONS - EMPLOYEES BANDS 1 TO 8

NOTE:

(a) All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.

(b) Physical/Community Services Employees are defined by Bands 1 to 5 of this Appendix.

(c) Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of this Appendix.

1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and extent of authority

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

1.2 Judgement and decision making

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

1.3 Specialist knowledge and skills

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

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.
- Assistance to skilled employees.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.

- Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.

1.4 Inter-personal skills

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

1.5 Qualifications and experience

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

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

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

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and extent of authority

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

2.2 Judgement and decision making

- 2.2.1** In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.

2.2.2 Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

2.3 Specialist knowledge and skills

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

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipelaying to line and grade from a plan.
- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including inter personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).
- Implement an early childhood programme under direct supervision.

2.4 Inter-personal skills

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

2.5 Qualifications and experience

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

2.5.1 Licence or certification in explosives handling.

- 2.5.2 Advanced construction and maintenance.
- 2.5.3 Basic VDU operation.
- 2.5.4 Advanced horticultural course.
- 2.5.5 Communication skills including radio operation.
- 2.5.6 Inventory control.

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

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and extent of authority

3.1.1 Physical/Community Services Employees

- 3.1.1(a) Employees perform work under general supervision.
- 3.1.1(b) Employees in this Band have contact with the public or other employees which involves explanations of specific procedures and practices.
- 3.1.1(c) Positions in this Band may be required to supervise and coordinate others in similar or related work.
- 3.1.1(d) Employees in this Band are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

3.1.2 Employees other than Physical/Community Services Employees

- 3.1.2(a) These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
- 3.1.2(b) The work is performed within specific guidelines and under general supervision.
- 3.1.2(c) The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
- 3.1.2(d) Outcomes of work are readily observable.
- 3.1.2(e) The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

3.2 Judgement and decision making

3.2.1 Physical/Community Services Employees

3.2.1(a) These positions require personal judgement. The nature of work is usually specialised with procedures well understood and clearly documented.

3.2.1(b) The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

3.2.2 Employees other than Physical/Community Services Employees

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

3.3 Specialised knowledge and skills

3.3.1 Physical/Community Services Employees

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

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

- Understanding and application of quality control techniques.
- Performance of trades and non-trade tasks incidental to the work.
- Provision of trade guidance and assistance as part of a work team.
- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM to 22.4 tonnes GCM (Level 3A only) exceeding 22.4 tonnes GCM (Level 3B only).
- Provision of Personal Care to service users who are both physically unable to undertake the tasks themselves nor make the decisions about the care they need.
- Cook.

3.3.2 Employees other than Physical/Community Services Employees

3.3.2(a) These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or

knowledge of the use of plant which requires the exercise of a limited degree of skill.

- 3.3.2(b)** An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

3.4 Management skills

3.4.1 Physical/Community Services Employees

- 3.4.1(a)** Some positions in this Band are at the “work face”, others involve first line supervision of employees at the “work face”.

- 3.4.1(b)** Employees in this Band must be able to provide employees under their supervision with on-the-job training and guidance. Such employees in this Band must also have a basic knowledge of personnel practices.

3.4.2 Employees other than Physical/Community Services Employees

- 3.4.2(a)** These positions require basic skills in managing time and planning and organising one’s own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

- 3.4.2(b)** Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.

3.5 Inter-personal skills

3.5.1 Physical/Community Services Employees

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

3.5.2 Employees other than Physical/Community Services Employees

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

3.6 Qualifications and experience

3.6.1 Physical/Community Services Employees

- 3.6.1(a)** An employee in this Band will have satisfactorily completed the requirements of Band 2 or equivalent, as well as structured training to one or more of the following levels:

3.6.1(a)(i) Trade Certificate or equivalent.

3.6.1(a)(ii) Completion of TAFE accredited/industry based training courses.

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

3.6.2 Employees other than Physical/Community Services Employees

- 3.6.2(a)** The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.
- 3.6.2(b)(i)** With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or
- 3.6.2(b)(ii)** knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

4. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and extent of authority

4.1.1 Physical/Community Services Employees

- 4.1.1(a)** They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- 4.1.1(b)** Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.
- 4.1.1(c)** Positions in this Band provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 4.1.1(d)** Employees with supervisory responsibilities are required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and made aware of all occupational, health and safety policies and procedures.

4.1.2 Employees other than Physical/Community Services Employees

- 4.1.2(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.
- 4.1.2(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.
- 4.1.2(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
- 4.1.2(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

4.2 Judgement and decision making

4.2.1 Physical/Community Services Employees

- 4.2.1(a)** In positions in this Band, the objectives of the work are well defined but the particular method, process 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 other than Physical/Community Services Employees

Employees in this Band require:

- 4.2.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
- 4.2.2(b)** Guidance and advice are always available within the time available to make a choice.

4.3 Specialist knowledge and skills

4.3.1 Physical/Community Services Employees

- 4.3.1(a)** Employees in this Band must have the ability and skills to provide training in the post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- 4.3.1(b)** Employees in this Band also require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.1(c)** Indicative but not exclusive of the skills required of an employee in this Band include:
- Highly skilled horticultural work.
 - Safe and competent operation of Very Heavy Mechanical Plant.

4.3.2 Employees other than Physical/Community Services Employees

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and

precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.

- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

4.4 Management skills

4.4.1 Physical/Community Services Employees

- 4.4.1(a)** Some positions in this Band are at the “work face” while others involve supervision of employees or groups of employees.
- 4.4.1(b)** All employees at this level should have sufficient freedom to plan their work at least a week in advance.
- 4.4.1(c)** Where supervision is part of the job, it is expected that the supervisor will assist other employees in their tasks where required.
- 4.4.1(d)** Supervisors are also expected to have a knowledge of personnel policies and practices applicable to the work performed and supervised employees.

4.4.2 Employees other than Physical/Community Services Employees

- 4.4.2(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.
- 4.4.2(b)** All positions necessitate skills in managing time and planning and organising one’s own work.

4.5 Inter-personal skills

4.5.1 Physical/Community Services Employees

- 4.5.1(a)** Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.
- 4.5.1(b)** Employees in this Band may also be expected to write reports in their field of expertise.

4.5.2 Employees other than Physical/Community Services Employees

- 4.5.2(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.
- 4.5.2(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if

required.

4.6 Qualifications and experience

4.6.1 Physical/Community Services Employees

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

4.6.2 Employees other than Physical/Community Services Employees

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

4.6.2(b) Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

5.1.1 Physical/Community Services Employees

5.1.1(a) Positions in this Band may supervise resources and/or give support to more senior employees.

In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

5.1.1(b) Whatever the nature of the position, employees in this Band are accountable for the quality, effectiveness, cost and timelines of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

5.1.1(c) Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

5.1.2 Employees other than Physical/Community Services Employees

5.1.2(a) Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.

5.1.2(b) In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

5.1.2(c) In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.

In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

5.2 Judgement and decision making

5.2.1 Physical/Community Services Employees

5.2.1(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

5.2.1(b) However, problems in this Band are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

5.2.1(c) Guidance and counsel may be available within the time available to make a choice.

5.2.2 Employees other than Physical/Community Services Employees

5.2.2(a) In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

5.2.2(b) The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.

5.2.2(c) Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

5.2.2(d) Guidance and advice would usually be available within the time required to make a choice.

5.3 Specialist knowledge and skills

5.3.1 Physical/Community Services Employees

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

5.3.1(b) Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an

appreciation of the long term goals of the wider organisation.

5.3.1(c) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

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

5.3.2 Employees other than Physical/Community Services Employees

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

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

5.3.2(c) Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.

5.3.2(d) All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management skills

5.4.1 Physical/Community Services Employees

5.4.1(a) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

5.4.1(b) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.4.2 Employees other than Physical/Community Services Employees

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

5.4.2(b) Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

5.5 Interpersonal skills

5.5.1 Physical/Community Services Employees

5.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees.

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

5.5.2 Employees other than Physical/Community Services Employees

5.5.2(a) These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.

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

5.6 Qualifications and experience

5.6.1 Physical/Community Services Employees

5.6.1(a) The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of TAFE certificate or associate diploma alone.

5.6.1(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this Band.

5.6.2 Employees other than Physical/Community Services Employees

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

5.6.2(b) They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

6.1.1 Positions in this Band may manage resources and/or provide advice to or regulate

clients and/or provide input into the development of policy.

- 6.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
- 6.1.3** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.
- 6.1.4** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
- 6.1.5** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 6.1.6** In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.

6.2 Judgement and decision making

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

6.3 Specialist knowledge and skills

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

6.4 Management skills

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

6.5 Inter-personal skills

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

6.6 Qualifications and experience

- 6.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 6.6.2** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

7. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and extent of authority

- 7.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives, and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- 7.1.3** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
- 7.1.4** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
- 7.1.5** All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 7.1.6** In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

7.2 Judgement and decision making

- 7.2.1** These positions are essentially problem solving in nature. The nature of the work is

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

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

7.3 Specialist knowledge and skills

- 7.3.1** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 7.3.2** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
- 7.3.3** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
- 7.3.4** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

7.4 Management skills

- 7.4.1** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
- 7.4.2** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

7.5 Inter-personal skills

- 7.5.1** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
- 7.5.2** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

7.6 Qualifications and experience

- 7.6.1** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- 7.6.2** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired

through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

8. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and extent of authority

- 8.1.1** Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
- 8.1.2** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.
- 8.1.3** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- 8.1.4** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

8.2 Judgement and decision making

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

8.3 Specialist knowledge and skills

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

8.4 Management skills

8.4.1 Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.

8.4.2 Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

8.5 Inter-personal skills

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

8.6 Qualifications and experience

8.6.1 The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.

8.6.2 Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.

8.6.3 Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

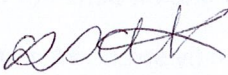
SIGNATORIES

SECTION 6 – SIGNATORIES

Signed for and on behalf of Wellington Shire Council
18-26 Desailly Street, SALE VIC 3850



DAVID MORCOM
CHIEF EXECUTIVE OFFICER

WITNESSED: 
LEAH CARUBIA.

2.5.2023 DATE

Signed for and on behalf of CATHY DOBSON

EMPLOYEE REPRESENTATIVE

18-26 Desailly Street, SALE VIC 3850

C Dobson

01-05-2023 DATE

WITNESSED:

LO

Signed for and on behalf of LOUISE LAMBOURN

EMPLOYEE REPRESENTATIVE

18-26 Desailly Street, SALE VIC 3850

L Lambourn

2/5/23 DATE

WITNESSED:

Lambourn
Chapman

Signed for and on behalf of KLAUS SCHNEIDER

EMPLOYEE REPRESENTATIVE

18-26 Desailly Street, SALE VIC 3850

K Schneider

1-05-2023 DATE

WITNESSED:

Signed for and on behalf of KERRIE COOEY

EMPLOYEE REPRESENTATIVE

18-26 Desailly Street, SALE VIC 3850

2/05/2023 DATE

WITNESSED:

Kerrie Cooley

**Signed for and on behalf of AUSTRALIAN MUNICIPAL ADMINISTRATIVE CLERICAL & SERVICES
UNION (ASU):**

National Office, Ground Floor, 116 Queensberry Street, CARLTON SOUTH VIC 3053

----- DATE

Lisa Fitzpatrick

Signed for and on behalf of AUSTRALIAN NURSING AND MIDWIFERY FOUNDATION (ANMF):
535 Elizabeth Street, MELBOURNE VIC 3000

By Lisa Fitzpatrick, Secretary

DATE - 3 May 2023

Signed for and on behalf of THE ASSOCIATION of PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS AUSTRALIA (APESMA):

152 Miller Street, WEST MELBOURNE VIC 3003

----- DATE

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/1290

Applicant: Wellington Shire Council

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, David Morcom, Chief Executive Officer, have the authority given to me by Wellington Shire Council, to give the following undertakings with respect to the Wellington Shire Council Enterprise Agreement No.11 2022 ("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 Hall Keepers are not and will not be employed whilst the Agreement is in force.
3. That this undertaking is provided on the basis of addressing the identified issue raised by the Fair Work Commission in the application before the Fair Work Commission.

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.

17 May 2023

Date