



Moreland City Council

**Moreland City Council
Enterprise Agreement
2018
(EA 2018)**

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PART A**Arrangement**

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PART A

Section One – Application, Operation & Objectives of Agreement

1. General Provisions

1.1 Title

This agreement shall be known as the Moreland City Council Enterprise Agreement 2018 (EA 2018).

1.2 Commencement, Duration & Nominal Expiry Date

This agreement shall commence seven days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 1st July 2021.

1.3 Parties bound

This Agreement shall be binding on:

1.3.1 The MCC and its employees, with exception of the CEO and that Clause 2.1 (salary increases) does not apply to employees classified as Senior Officers (SO) and Senior Executive Officers (SEO).

1.3.2 The following Unions:

- Australian Municipal, Administrative, Clerical and Service Union (ASU);
- Australian Nursing and Midwifery Federation (ANMF); and
- Professionals Australia (PA)

This agreement will also be binding on new employees who fall within the eligibility provisions provided for by this clause.

1.4 No Extra Claims

It is agreed that for the term of this Agreement the parties will not pursue any extra claims.

1.5 Posting of Agreement

A copy of this Agreement will be made available to all employees whose employment is covered by it. Where an employee has access to a computer it shall be sufficient compliance to make an electronic copy of the agreement available.

1.6 Definitions

1.6.1 Act

The Fair Work Act 2009 or any successor Act

1.6.2 Award

The Victorian Local Authorities Award 2001 (as per Part B of this agreement).

1.6.3 Base Salary

The hourly rate of pay applicable as set out in the previous Enterprise Agreement and as varied in accordance with Clause 2.1 (salary increases) of this Agreement (unless otherwise specified in Section 12 Wage/Salary Tables of this agreement), but excluding any over award payments and allowances.

1.6.4 Branch

The organisational grouping with a service plan and budget allocation that is managed by a Level 3 Manager, reporting to a Director.

1.6.5 Council

Moreland City Council

1.6.6 CPI

Consumer Price Index (CPI) for Melbourne.

1.6.7 Employee

An employee of the Council with the exception of the Chief Executive Officer covered by this agreement.

1.6.8 Excessive leave

Annual Leave balance (entitlement and accrual) beyond 8 weeks.

1.6.9 Family Violence

Any behaviour that is physically or sexually abusive, emotionally or psychologically abusive, economically abusive, threatening or coercive, or in any other way controls or dominates the family member and causes that family member to fear for his or her safety or wellbeing, or for the safety or wellbeing of another person (Family Violence Protection Act 2008)

1.6.10 Immediate Family

A partner in a bona fide defacto relationship or marriage. A partner (including former partner) of the employee. A child (including an adult child, adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild; or sibling of the employee or of the partner of the employee.

1.6.11 Ordinary Working Hours

An individual employee's ordinary working day hours, as identified in their letter of appointment, inclusive of additional time worked to accrue an RDO.

For part time employees working variable hours, ordinary hours are defined as the average ordinary hours per working day or regular rostered hours over the previous 12 month period (from July 1 – June 30) and calculated by 30 September annually.

1.6.12 Regular Rostered Hours

For part time employees working variable hours, regular rostered hours are those hours worked over a 6-month period where a regular pattern of work occurs on the same day and time in more than 50% of rostered periods.

1.6.13 Nurses Award

The Nurses (ANF – Victorian Local Government) Award 2002 (as per Part C of this agreement).

1.6.14 Operative Date

Seven days after the date on which this Agreement is approved by the 'Fair Work Commission' and on which this agreement comes into effect.

1.6.15 Over Award

Payment and/or conditions of service, which are in excess of those prescribed in the relevant awards.

1.6.16 Senior Officer

The definition of Senior Officer for the purposes of this agreement shall be consistent with the definition provided for by the Victorian Local Government Act, as amended from time to time.

1.6.17 Senior Executive Officer

The definition of Senior Executive Officer for the purposes of this agreement shall be consistent with the definition provided for by Clause 22.6 of Part B of this Agreement.

1.6.18 Service Unit Manager

Manager that reports to a Level 3 Branch Manager and is responsible for a service unit of Moreland City Council.

1.6.19 Statutory Declaration

A document that complies with the requirements s.107 of the Victorian Evidence Act 1958.

1.6.20 Union

The Australian Municipal, Administrative, Clerical and Services Union (ASU), Australian Nurses and Midwifery Federation (ANMF), and Professionals Australia (PA).

1.6.21 Weeks Pay

The weekly salary or wage specified in this agreement, together with Industry Allowances (where applicable) specified in Part B of this agreement, together with any over award payments which form a part of the regular weekly salary or wage and any non salary benefits which are included in an employee's salary package.

1.7 Relationship to Parent Award and Other Agreements

1.7.1 General

The provisions of Part B (the Victorian Local Authorities Award 2001) and Part C (Nurses (ANF Victorian Local Government Award) 2002) are incorporated into this Agreement. In relation to employees who would have been covered by the Victorian Local Authorities Award 2001 or the Nurses (ANF Victorian Local Government Award) 2002 as if they had continued to apply after their termination, the provisions of Part A shall be read in conjunction with the provisions of Part B and Part C respectively. To avoid doubt, this includes employees that were employed on and after 20 July 2015. Where there is any inconsistency between Part A and Part B, or between Part A and Part C, the provisions of Part A shall prevail.

1.7.2 Relationship to Previous Agreement

This agreement replaces in its entirety the former provisions of the 2015 Moreland City Council Enterprise Agreement and all previous enterprise agreements.

1.7.3 The Victorian Local Authorities Award

In relation to employees whose employment is covered by the Victorian Local Government Award 2015 the provisions of Part B of this agreement are applicable.

1.7.4 The Nurses (ANF Victorian Local Government) Award 2002

In relation to employees whose employment is covered by the Nurses (ANMF Victorian Local Government) Award 2015, the provisions of Part C of this agreement are applicable.

1.8 Flexibility

An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with 1 or more of the following matters:

- Arrangements about when work is performed;
- Overtime rates;
- Penalty rates;
- Allowances;
- Leave loading; and
- The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters listed above.

The employer must ensure that the terms of the individual flexibility arrangement:

- Are about permitted matters under section 172 of the Act; and
- Are not unlawful terms under section 194 of the Act; and
- Include details of how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- The employer or employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement; or

- If the employer and employee agree in writing — at any time.

1.9 Aims and Objectives of The Agreement

The parties agree that aims and objectives of this Agreement will be:

- 1.9.1** A commitment to the achievement of Council's goals and objectives as expressed in the Council Plan.
- 1.9.2** To improve service to ratepayers and city appearance through a culture of pride in the organisation and the Moreland community and leveraging the use of technology, including Information Technology.
- 1.9.3** To implement employment conditions that promote quality of life for employees while improving skills capability, productivity and opportunities for career development.
- 1.9.4** To achieve consistency and standardisation of employment conditions.
- 1.9.5** To improve trust, understanding and communications through clarity of employment conditions.
- 1.9.6** To reduce incidence of absenteeism and unscheduled leave.

Section Two – Wages and Related Matters

2.1 Salary Increases

The following pay increases will apply to the ordinary hourly rate:

Pay Increase	Operative Date (From the first pay period commencing on or after the date below)	Increase
1 st Increase	1 July 2018	2.25% or \$28 per week, whichever is greater
2 nd Increase	1 July 2019	2% or \$26 per week, whichever is greater
3 rd Increase	1 July 2020	2% or \$26 per week, whichever is greater

2.2 Adjustment of Allowances

Allowances listed below, as further detailed in Part B and C of this agreement will be adjusted on 1 July each year in accordance with the percentage wage increases provided for by this agreement.

The EFT allowance described in Part B will not be paid.

Allowances include:

- Moreland City Council Evening Immunisation Administration Allowance
- Maintenance
- Library
- Industry allowance
- Dead animals
- Language allowance
- On-call
- Availability
- Client Support Travel Allowance
- Employee in charge
- First aid
- Travel
- Meal
- Transport
- Excess travel
- Out of pocket
- Trailer (own vehicle)

2.3 Mobile Phones and On Call Liability

Employees who are provided with a mobile phone to enable effective contact and communications to occur during working hours, and who may be permitted to take these phones home, will only be eligible to receive payment for “on call duty”, “availability duty” or “stand by duty” if they have obtained prior written authorisation and approval from their Director.

2.4 Over Award Payments

Where an employee is in receipt of a personal over award payment they shall continue to receive such payments unless they are successful in gaining a new position which results in a higher base salary than they were previously receiving (including the over award payment) including any reclassification.

When the salary for the role the employee is applying for is less than the employee's existing salary plus over award payments, the employee will be maintained at the level of the previous salary plus over award payments for a period of no less than six months or until the wage movement takes the new salary beyond the previous salary including over award payments.

2.5 Gratuity Schemes and Service Grants

2.5.1 Employees with entitlements under the former Brunswick Attendance Scheme, former Hume Staff Gratuity Scheme, former Moonee Valley Regional Library Scheme and former Coburg Sick Leave Gratuity Scheme can apply to have the accrued adjusted benefit from the relevant scheme paid out during employment as salary. Alternatively on termination of employment from Council the relevant staff will receive payment of the accrued adjusted benefit.

2.5.2 These entitlements were capped from the date of certification of the 1995 Enterprise Agreement. Entitlements were accrued up until the date of freezing the schemes and converted to a dollar value and held by Council. The dollar value has been adjusted annually in line with the Consumer Price Index.

2.5.3 Former Brunswick staff with less than five years service had the five year qualifying period that applied under the Attendance Scheme waived from the date of certification of a 1995 Enterprise Agreement

2.5.4 The former Brunswick Service Grant Payment Scheme remains frozen from the date of certification of the 1995 Enterprise Agreement. Existing entitlements will be maintained at their present level, except as provided for by the 'Over award payments' clause of this agreement.

2.6 Pay Realignment

In July 2006 some employees received advance payments of 6 days (pro rata) wages to align all staff onto the same pay cycle. This payment was paid in advance on the provision that it would be recouped from final wages on termination. The actual gross amount that was paid to the employee in 2006 will be automatically deducted from final termination pays upon cessation of employment with Council. These employees may also elect to repay their amount prior to ceasing employment.

2.7 Superannuation

Employees may choose the superannuation fund that they want their employer and employee contributions paid into, in accordance with the funds' requirements and relevant legislation. Employees should seek their own independent financial advice prior to choosing a superannuation fund. Where an employee does not nominate a superannuation fund, the default fund for employer contributions will be the Vision Super Fund.

2.8 Salary Sacrifice

2.8.1 General

Employees will be provided with an opportunity to salary sacrifice employee superannuation contributions provided that such contributions do not increase the cost to the Council. Any fringe benefits or other taxes, which may be applicable, will be borne by the employee.

2.8.2 Employer Superannuation Contributions

At all times, the Council's contribution to superannuation will be calculated on the employee's salary including that part of the salary "sacrifice" which is convertible to salary.

2.8.3 Changes in Legislation

If during the period of operation of this Agreement, there are any changes to the statutory arrangements for salary sacrifice the Council will implement such changes as required by the legislation and if, applicable, the cost will be borne by the employee.

2.8.4 Salary Sacrifice Options

In addition to salary sacrifice for superannuation, Council shall offer salary sacrifice arrangements to enable employees to take advantage of appropriate packaging options, provided that such options are cost neutral to Council. An employee may salary sacrifice for Council services, such as, Child Care and Leisure Facilities membership of Council owned facilities. Any salary sacrifice arrangements will be within the applicable taxation, legal and administrative guidelines.

2.8.5 Independent Financial Advice

Employees wanting salary sacrifice arrangements in addition to superannuation are encouraged to seek independent financial advice.

2.8.6 Variations

Employees will have the opportunity to vary their salary sacrifice arrangements on an annual basis or more frequently if extenuating circumstances exist.

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Section Three – Hours of Work, Overtime & Related Matters

3.1 Working Hours

All staff except for library employees shall be employed as follows:

Bands 1 – 5, 35 hour week, 9 day fortnight

Bands 6 – 8, 38 hour week, 19 day month

3.2 Working Hours Table

Unless specified in an appendix, the hours of work for employees covered by this agreement are stipulated below

Work Area	Spread of Hours (Monday to Friday) unless indicated below	Core Service Hours (Monday to Friday)
Moreland City Council (not elsewhere specified)	6.00am – 6.00pm	8.30am – 5.00pm
Citizens Services	6.00am – 6.00pm	8.15am – 5.15pm
School Holiday Program (school period only)	7.00am – 7.00pm (program staff only)	8.00am – 6.00pm
Arts & Culture (program delivery staff only)	In accordance with clause 33.12 of Part B of this agreement	n/a
Youth Services	In accordance with clause 33.12 of Part B of this agreement	n/a
Library	In accordance with clause 33.9 of Part B of the agreement	n/a
Urban Safety	6.00 am – 7.30pm* (Mon – Fri) *7.30pm span applies to Parking Officers on rostered shifts for which an allowance is payable. 6.00pm span for other staff.	n/a
School Crossing Supervisors (school period only)	6.00am – 6.00pm (45 minute shifts)	n/a
Walter Street Operations Centre (non LAWA staff)	6.00 am – 6.00 pm	7.30am – 5.00pm
Facilities (Special Engagement Staff)	In accordance with clause 33.17 of Part B of this Agreement	
Delivered Meals Drivers	6.00am – 6.00pm	7.00am – 2.30pm (guaranteed 60 hours per 4 weeks)

3.3 Libraries

3.3.1 Library employees will work a 35-hour week in accordance with Clause 33.9 of Part B.

3.3.2 With the agreement of the employee, library employees may work split shifts at ordinary time rates during the operating hours of the libraries, which includes library set-up and the hours required to conduct specific library programs. Employees shall not work more than 9 hours per day under this arrangement.

3.4 Facilities

3.4.1 Special Engagement Staff must be available for rostered shifts from Monday to Sunday according to operational requirements. Staff are required to be available for a minimum of 10 days per fortnight to be guaranteed their minimum hours.

3.4.2 Rosters will be issued each fortnight to Special Engagement Staff. Where a rostered shift is cancelled, staff will be allocated substitute hours within the pay fortnight. Where suitable alternative hours cannot be arranged, staff who have not worked their minimum hours for the fortnight will receive make up pay up to the minimum hours.

If staff reject or decline an alternative to a cancelled shift on a nominated work day, Council will not make up pay to their minimum hours.

3.4.3 To provide a responsive service to the community, Hospitality Officers will be paid an on-call allowance in accordance with clause 34.7.1 of Part B of this agreement when working on-call.

3.5 Delivered Meals Drivers

Part time staff employed as delivered meals drivers must be available to work a 4 weekly roster of 60 hours minimum. Although actual hours worked may fluctuate above or below the 15 hour per week average, fortnightly pays will be on the basis of a minimum of 60 hours per 4 weeks. Minimum hours includes client time, supervision, meetings, training, travel time, duties as directed including labelling food containers, and all other tasks necessary to perform the inherent requirements of the role.

3.6 Breaks

Unless otherwise specified in an Appendix or below, the following provisions will apply:

3.6.1 Meal Breaks

Employees shall not work more than 5 consecutive hours without a meal break that will be for a minimum of 30 minutes.

A supervisor and employees may agree to vary the duration of a meal break provided the minimum meal break is 30 minutes. Meal breaks are unpaid.

3.7 Overtime

3.7.1 Overtime and time in lieu (TIL) will be in accordance with Part B and Part C, except where set out in the relevant Appendix.

3.7.2 Overtime will be payable where an employee is required to work in excess of 8 hours (exclusive of meal breaks and hours worked to accumulate an RDO) on any one day, or where work is required outside the spread of hours. Overtime will be paid, or by agreement Time in Lieu (TIL) may be provided at the equivalent time for which overtime rates would be applied. Each day's work will stand alone

3.7.3 Overtime will be payable to part time employees when they work more than:

- 8 hours per day (exclusive of meal breaks) or
- 35 hours per week (bands 1 – 5) or
- 38 hours per week (bands 6 – 8)

When less than 24 hours notice of a change of hours has been given, other than where circumstances arise that are beyond the control of management.

3.7.4 Overtime will not be worked without the prior approval of the employee's manager.

3.8 Time Off in Lieu (TIL)

With the pre-approval of their supervisor, employees may accrue 3 ordinary days TIL, which shall be used within 8 weeks of accrual. If not taken within 8 weeks, with the agreement of the employer, the TIL may be paid at the applicable rate on which they were accrued.

3.9 Rostered Day Off Arrangements

3.9.1 19 day month

Employees who work a '19 day month' will work 19 days in a 4 week cycle and are then entitled to 1 rostered day off at the end of this period. The standard hours for employees working a '19 day month' which may be varied in accordance with clause 3.2 are as follows:

Start	8.30 am
Lunch	45 mins
Finish	5.15 pm

3.9.2 9 day fortnight

Employees who work a '9 day fortnight' will work 9 days in a two week cycle and are then entitled to 1 rostered day off at the end of this period. The standard hours for employees working a '9 day fortnight' which may be varied in accordance with clause 3.2 are as follows:

Start	8.30 am
Lunch	45 mins
Finish	5.02 pm

3.9.3 Accumulation of RDOs

- RDOs are accrued in accordance with 3.8.1 and 3.8.2. RDOs must be taken within 8 weeks of accrual. Employees will be provided with prior notice before RDOs lapse.
- RDOs may be accrued and banked with the approval of the supervisor up to a maximum of 3 RDOs.
- Where extenuating circumstances exist 5 RDOs may be banked on application by the employee and with the approval of the Director.
- RDOs do not carry over when Personal Leave is taken.

RDOs may be moved within the fortnightly and monthly cycle by agreement with the employee's supervisor.

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Section Four - Leave

4.1 Personal Leave

Full time employees will be entitled to 16 days Personal Leave.. Part time employees will be entitled to Personal Leave on a pro-rata basis according to their Ordinary Working Hours.

4.1.1 Personal Leave Accruals

On commencement, an employee will accrue one day of Personal Leave, with a further 15 days accrued on the first day of the second month. 16 days of Personal Leave will accrue on the anniversary of commencement each year thereafter.

4.1.2 Personal Leave Debits

All Personal Leave debits will be at the equivalent of the individual employee's Ordinary Working Hours inclusive of additional time worked to accrue an RDO.

4.1.3 Personal Leave Debits for Part Time employees who work variable hours

Personal Leave will be taken as average hours worked by employees, calculated as per 4.6.2.

4.1.4 Application of Personal Leave

Personal Leave may be taken as follows:

- If an employee is unfit for work due to personal illness or injury;
- To provide care or support to a member of the employee's immediate family, or a member of the employee's household who requires care for a personal illness, or personal injury
- To care for an employee's child in unforeseen circumstances where no other care is available.
- Two days may be taken in any one year in order to attend to personal incidents of an urgent, unexpected nature. Examples of such incidents may include storm damage to a home, transport accident or burglary.
- Where staff become ill while on Annual Leave, such leave may be converted to Personal Leave subject to the employee:
 - Notifying their Service Unit Manager as soon as is reasonably practicable within the period of the illness and advising them of the expected duration of the illness and
 - Providing a medical certificate for the period requested.Statutory Declarations are not acceptable for this conversion.

4.2 Notification Requirements

4.2.1 Employees are required to notify their immediate supervisor by telephone prior to commencement of their shift wherever practicable.

4.2.2 SMS notification is acceptable where there is acknowledgement by the supervisor that the message has been received, otherwise clause 4.2.1 applies.

4.3 Proof Requirements

4.3.1 Personal Leave

A Medical Certificate is required:

- When more than two consecutive days of Personal Leave is taken,
- Where Personal Leave is taken by an employee either side of a public holiday, RDO, Annual Leave or Long Service Leave.

If it is not reasonably practicable for an employee to provide a medical certificate, a Statutory Declaration can be submitted detailing that they were unwell/caring and why it was not reasonably practicable to provide a medical certificate. Moreland City Council through the Branch Manager reserves the right to accept or reject the statutory declaration.

A Medical Certificate will be required where an employee has taken Personal Leave hours without proof within a 12-month period equivalent to 7 days (starting 1 July each year). A Statutory Declaration will not be accepted.

Medical Certificates must be provided by a registered health practitioner registered with AHPRA. The health practitioner must only issue the certificate in relation to an injury or illness that is within the area of practice in which the practitioner is registered or licensed.

4.3.2 Unpaid Personal Leave

Where proof requirements are not provided in accordance with clause 4.3.1 leave will not be paid.

4.4 Pattern of Absence

Where an employee is demonstrating a pattern of absences that would lead a supervisor to believe that the Personal Leave usage might not be consistent with the intent of this type of leave, the supervisor may implement the following (non disciplinary) process:

- Notify the employee involved that there is a perceived pattern of absence.
- Detail the absences that are the basis of the notification.
- Ask the employee to explain their absences.

If the explanation provided by the employee is considered unsatisfactory, the supervisor may require the employee to provide a medical certificate for all future absences for a specified period of time that will not exceed 12 months. A statutory declaration is not acceptable. Where patterns of absence are ongoing a disciplinary process may apply. The employee may seek union representation during these meetings.

4.5 Compassionate / Bereavement Leave

4.5.1 Compassionate Leave

An employee is entitled to 3 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's current household develops a personal illness that poses a serious threat to life, or sustains a personal injury that poses a serious threat to life.

4.5.2 Bereavement Leave

An employee is entitled to 5 days of bereavement leave for each occasion when a member of the employee’s immediate family or a member of the employee’s current household dies.

4.5.3 Compassionate/Bereavement leave can also be taken where an employee is power of attorney for a person who is not immediate family or a household member.

4.5.4 Moreland City Council may require the employee to provide satisfactory evidence to support compassionate / bereavement leave.

4.6 Annual Leave

In accordance with Part B and Part C, full time employees will be entitled to Annual Leave as detailed below. Part time employees will be entitled to Annual Leave on a pro-rata basis according to their Ordinary Working Hours.

Annual Leave Entitlement

Classification	Hours per annum	Days per annum
Bands 1 – 5 or 35 hour week	140	20 (inclusive of RDOs)
Bands 6 – 8 or 38 hour week	152	20 (inclusive of RDOs)
SO / SEO	152	20

4.6.1 Annual Leave Debits for Full Time Employees

All Annual Leave debits will be at the equivalent of the individual employee’s Ordinary Working hours, inclusive of additional time worked to accrue an RDO.

4.6.2 Annual Leave Debits for Part Time Employees

Annual Leave (and Long Service Leave) debits for Part-time employees who work variable hours are based on the average Ordinary Working Hours worked per day, or Regular Rostered Hours over the previous 12 month period (July 1 – June 30) calculated by 30 September annually. The calculated leave debit will be applied to all leave taken during the period through to the following calculation date.

4.6.3 Annual Leave Paid in Advance

Employees can request annual leave to be paid in advance where the leave is for 2 or more weeks.

4.6.4 Annual Leave Loading

- a. Full time and part time employees are eligible for a loading of 17.5% when taking Annual Leave. The loading is paid on the base rate of pay of the employee plus allowances specified in the Award.
- b. With the exception of SO and SEO employees, Leave Loading will be payable when an employee takes Annual Leave. Such loading will not be capped.

4.6.5 Cash Out Annual Leave Entitlements

Where an employee has a leave balance greater than 8 weeks, an employee may elect to cash out an amount of Annual Leave accrued, subject to the following conditions:

a. Maximum amount that can be cashed out

The employee must not cash out an amount of Annual Leave credited to the employee that is equal to more than 1/26 of the nominal hours worked by the employee in any 12 month period (in the case of full time employees, this will be no more than 2 weeks Annual Leave).

b. Applications are to be at the employee's request

Employees cannot be required to cash out Annual Leave entitlements.

c. Applications to be put in writing

An Employee who wishes to cash out an amount of Annual Leave must submit a written election to forego the amount of Annual Leave in return for a cash payment.

d. Payment

Any payments made for the purposes of cashing out under this clause will be at the employee's base rate of pay at the time of election. If the cash out of Annual Leave is approved, payment will occur in the next pay period after the written election is received and approved where practicable.

e. Records

Once payment has occurred employees will be provided with written confirmation of the transaction. This information will detail the number of hours paid out, the corresponding rate of pay, the total dollar value of the paid out leave balance, and the employee's residual Annual Leave balance. A payment made under this clause extinguishes the employee's rights to claim Annual Leave or any further payment in lieu of Annual Leave for the period represented by the payment.

4.6.6 Agreed Annual Leave management programs

Where an employee has excessive Annual Leave entitlements (i.e. in excess of 8 weeks), the employee may be required to reduce the excessive leave entitlements to an acceptable level through a leave plan which will be agreed between the employee and their supervisor.

4.7 Long Service Leave

4.7.1 An employee is entitled to thirteen weeks Long Service Leave with pay for each period of ten years of continuous service with MCC, or combination of other approved service and service with MCC. The long service entitlement for part time employees is calculated on a pro-rata basis.

4.7.2 An employee may access this entitlement, on a pro-rata basis, after an initial 7 years of continuous service. After 7 years of continuous service, long service leave will accrue at 1.9 hours per fortnight in accordance with the award for a full time (38 hour week) employee on the completion of each fortnight's service. Hours for part-time employees will accrue on a pro-rata basis.

4.7.3 An employee who has a Long Service Leave entitlement and who resigns or has their service terminated is to receive payment in lieu of the entitlement. Pay in lieu of Long

Service Leave is to be calculated at the rate of one tenth of 13 weeks for each completed and partly completed year of service.

4.7.4 An employee may take all or part of their Long Service Leave entitlement at any time which is mutually acceptable to the employee and their supervisor. Leave may only be taken in minimum blocks of one week, or as agreed. An employee may request Long Service Leave to be taken at half pay and approval may be given based on operational needs.

4.8 Parental Leave

4.8.1 Entitlement to Parental Leave

Parental Leave provisions are detailed in clause 36 (Parental Leave) of Part B and clause 15 (Parental Leave) of Part C of this agreement, or as set out below.

4.8.2 Paid Maternity, Paternity and Adoption Leave

Council pays 18 weeks maternity leave for eligible employees at the employees normal weekly rate of pay.

Maternity Leave	18 weeks (Council payment - without PPL) 26 weeks (with Government PPL)
Paternity/Partner Leave	3 weeks
Adoption Leave	3 weeks

4.8.3 Qualifying Period for Paid Parental/Adoption Leave

To be eligible to receive paid parental/adoption leave an employee must have a minimum of 12 months continuous service as an employee prior to the period of leave.

4.8.4 Proof requirements for Paid Paternity / Adoption Leave

An employee who applies for the three weeks of paid Parental/Adoption leave must substantiate their relationship to the person who gives birth to the child or certify that they are the primary care giver for the child.

4.8.5 Taking Paid Paternity / Adoption Leave

An employee who is eligible for paid Paternity leave may commence their paid leave one week prior to the expected date of the birth of a child or within six weeks after the birth. The three-week period of paid leave should be taken as one continuous period of leave. Parental leave may be taken at 50% of ordinary pay for double the period of the entitlement.

Any public or other statutory holiday that falls within the period of three week’s paid paternity/adoption leave will be counted as paid leave.

4.8.6 Proof Requirements for Paid Adoption Leave

An employee who applies for three weeks paid adoption leave must provide satisfactory evidence of being an approved applicant for the adoption of a child and of the date of placement of the child.

4.8.7 Proof requirements for Paid Maternity Leave

Upon producing a medical certificate stating she is pregnant and specifying the expected date of delivery, an eligible employee will be granted maternity leave on full pay, which may be taken in accordance with clause 4.8.2 or 4.8.3.

4.8.8 Payment options for Maternity Leave

An employee who is eligible for paid maternity leave may elect to receive payment for their leave via:

- Either a lump sum of eighteen weeks pay in advance at the commencement of the primary maternity leave; or
- A continuation of their normal fortnightly pay for the first eighteen weeks of their maternity leave, or
- Fortnightly pay at 50% of their normal pay for the first thirty-six weeks of their maternity leave.

4.8.9 Taking paid Maternity Leave

- The period of eighteen weeks leave may commence up to six (6) weeks prior to the expected date of delivery and conclude no later than eighteen weeks after the actual date of delivery.
- Employees wishing to work beyond 34 weeks gestation, i.e. 6 weeks before the expected due date, are required to provide medical clearance.
- If the birth occurs more than six weeks prior to the expected date of delivery, the period of eighteen weeks' leave shall commence from the actual date on which she first proceeds on paid maternity leave.
- Any public or other statutory holiday or RDO that falls within the period of eighteen week's paid maternity leave will be counted within the paid maternity leave.
- Where the pregnancy of an employee terminates earlier than twenty weeks prior to the expected date of delivery, the entitlement to paid leave under this clause shall cease.
- Absence on paid maternity leave shall count as service for pay increments, Annual Leave and Long Service Leave purposes. Other paid leave shall only be taken at the beginning or end of maternity leave during the unpaid part of the maternity leave, provided that the period of absence from work does not exceed 52 weeks or the child's first birthday.
- Where agreed between employee and employer a maximum of 10 'Keeping in Touch' days can be worked prior to completing maternity leave in accordance with the Paid Parental Leave Act.

4.8.10 Payment of entitlements on death

If an employee dies before or while taking paid Maternity/Paternity leave, or before being paid for the full period of leave that they were entitled to receive, Council will pay to the newborns primary carer a sum equivalent to the amount of the entitlement that the employee had not already received.

4.9 Support in Cases of Family/Domestic Violence

Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore Council is committed to providing support to staff experience family violence through adoption of the Australian Domestic & Family Violence Clearing House principles as follows:

- Council will provide a workplace in which family violence is not tolerated or excused and will provide a safe work environment as per Clause 7 (Part A) of this agreement.
- Council will continue to raise awareness around family violence and provide training to appropriate staff.
- An employee experiencing family violence may raise the issue with their immediate supervisor, Council Contact Officers or Human Resources. The supervisor or Contact Officer may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- Confidentiality will be maintained for all employees who are victims of family violence.
- The employee will be offered a referral to the EAP and/or other local resources. The EAP shall include professionals trained specifically in family violence. Council will act on recommendations made by the EAP provider or other appropriate provider (including a doctor, nurse, family support service) to assist the employee. This will enable assistance to be provided to employees based on professional advice, without intruding into the private lives of employees.
- An employee who is a victim of family violence shall have access to:
 1. Flexible Work Arrangements as per Section 5 (Part A) of this agreement where appropriate.
 2. Additional paid leave (up to 25 days per annum) for medical appointments, legal proceedings and other activities related to family violence. Proof of family violence may be required and can be in the form of an agreed document issued by an appropriate provider (including, but not limited to the Police Service, a Court, Doctor, District Nurse, Maternal and Child Health Nurse, Family Support Service or Lawyer).
- Council will not discriminate or take any adverse action against employees because they are victims of family violence.

4.10 Emergency Services Leave

4.10.1 Where an employee is a volunteer of an emergency services organisation such as the CFA or SES and is called out to attend to emergency or fire fighting activities during work time, they will be eligible for emergency services leave on full pay for the duration of the call-out.

4.10.2 The employee must notify their service unit manager of their request to take Emergency Services Leave as soon as practicable. Upon return to work, the employee must submit a leave application containing supporting evidence of the call-out and the requirement to attend the emergency activity to their Director through the Branch Manager for approval. A ten consecutive hour break from the end of emergency services duty will be provided to employees prior to returning to normal duties.

4.11 Leave Without Pay

Where an employee has used all paid leave entitlements, leave without pay may be approved as follows:

Up to 5 days – Branch Manager
Over 5 days – Director

The operational and unit service delivery requirements will be considered when reviewing applications for unpaid leave.

4.12 Pre Natal Leave

Pre natal leave is available

- To attend medical appointments associated with pregnancy up to a maximum of 8 hours per pregnancy (for expectant mothers)
- To attend medical appointments associated with pregnancy up to a maximum of 4 hours per pregnancy (for partners)

Moreland City Council may require the employee to provide satisfactory evidence to support the pre-natal leave or to confirm the medical appointment attendance.

Section Five - Flexible Work Arrangements

5.1 Flexible Work Options

Subject to the ability of Council to meet its service provisions, an employee may apply in writing for flexible work options such as part-time employment, home-based work, or access to purchase leave, e.g. (48/52) arrangements. In assessing applications for flexible work options, the supervisor will take into account the needs of the employee and the ability of the work unit to deliver its service requirements.

5.1.2 Position Status

Flexible work options are 'employee related' rather than position-related. The effect of this is that flexible work options apply only to the employee while in the position for which approval is granted. Flexible work options cease when the employee for whom flexible work options are approved no longer works in the position.

5.1.3 Review Process

Approved flexible working arrangements shall be reviewed not less than annually in relation to the Service Unit's operational and service delivery requirements.

In the event that the approval for flexible work is revoked as a result of this review, reasonable notice will be provided to the employee.

5.2 Home Based Work Options

Employees in appropriate roles may apply for home-based work, consistent with the provisions of the Moreland City Council Home Based Work Policy. Home based work approvals will be for a maximum of 12 months in duration at which time a review of the arrangements must be performed in accordance with the clause above. Subject to ongoing 12 monthly reviews, there will be no limits imposed on the maximum duration of agreed home-based working arrangements.

5.3 Purchase Leave

5.3.1 General

The Purchase Leave model of employment allows an employee to purchase up to an additional 4 weeks Annual Leave per year by foregoing 4 weeks salary. The employee is paid for 52 weeks per year at the fractional rate, for example 48/52, 49/52, 50/52, 51/52 of the annual salary (band and level) for the position.

5.3.2 Impact on Paid Leave entitlements

While working under this arrangement all entitlements such as paid leave, annual, sick, long service or maternity/paternity and superannuation contributions will be based on the fraction of the purchase leave arrangement of full or part time salary.

5.3.3 Requirement to take leave

All purchased and Annual Leave must be taken during the period for which approval to participate in the scheme is given.

5.3.4 Approval process

The employee's Service Unit Manager must review applications for Purchase Leave. Every application will be considered on a case-by-case basis considering operational requirements and demand for this provision within the work unit.

Purchase Leave approvals are for a period of one year only. Subsequent approvals may be sought.

5.4 Phased Retirement

5.4.1 Council recognises that some employees contemplating retirement would like the ability to work part time prior to retiring from the workforce. An employee other than a Senior Officer (SO) or Senior Executive Officer (SEO), aged 55 and over may request to work part time for a fixed period of time.

5.4.2 Requests will be considered by the employee's manager and will take into consideration both the employee's circumstances and operational requirements of the service unit. A request to convert to part time employment may be refused based on reasonable grounds related to operational requirements. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

5.4.3 The employee's request to work part time must be made in writing and the employee's branch manager will assess and provide a response to the employee. Where such a request is approved it shall be implemented within a reasonable time frame, subject to operational requirements.

5.4.4 Where there is a change to the employee's position to accommodate the request for part time employment, such as a job share arrangement, the other position shall be filled in accordance with normal recruitment and selection procedures.

5.4.5 If a full time employee requests a reduction in hours Council will retain the approved EFT and consider the option of job share.

5.5 Application for Flexible Working Arrangements

Employees wishing to access flexible working arrangements as per this clause must apply in writing.

5.6 Approval for Flexible Working Arrangements

The employer will not unreasonably withhold access to flexible working conditions, where operational requirements can be met.

Section Six - Employment Relationship & Related Matters

6 Introduction of Change

Where management has identified the scope and definition of a proposal to introduce major changes in production, program, organisation, structure or technology, which are likely to have 'significant effects' on employees, the Council shall, as early as practicable, notify and undertake consultation with employees who may be affected by the proposed changes, and the relevant employee representatives or union.

Where Council proposes to introduce a change to the regular roster or ordinary hours of work of employees, Council shall notify and engage with affected employees providing the relevant details of the proposed change. Council will invite the affected employees and their relevant employee representatives to give their views about the impact of the change, including any impact in relation to the family or caring responsibilities of the affected employees.

6.1 Significant Effects

'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work for work groups, or the introduction of Information Technology changes that result in the need for retraining and the restructuring of jobs.

6.1.1 Where significant effects will occur, the process will generally follow these steps:

- a. The manager scopes and defines the change, which may include initial discussions with employees to assist in developing the proposal.
- b. A change proposal / business case is provided to the CEO for in-principle approval to proceed with consultation and implementation.
- c. Formal notification to unions and affected staff on the proposed changes would then occur, with a consultation process identified.
- d. Implementation of the proposal will occur following the consultation process and may include changes to the proposal that require further consideration by the CEO.

6.1.2 Where the provisions of this agreement require changes in work practices or procedures, the Council shall consult with employees and the Union over the implementation of these changes. Consultation and implementation shall commence as soon as practicable and be completed within 6 months of the operative date. Council reserves the right to extend this timeframe following consultation with the parties.

6.1.3 The parties acknowledge the need to continuously improve productivity and will work cooperatively in accordance with Section 6 (Introduction of Change) to achieve these improvements.

6.2 Job Security

The parties acknowledge the importance of clear processes regarding job security and these processes are detailed below.

6.2.1 If any factors result in changes to services or staffing that may impact on job security, genuine and detailed consultation with employees and unions will take place in accordance with Clause 6.1 Introduction of Change.

- 6.2.2** In the event of changes that threaten job security, the Council and unions will endeavor to reach agreement on any compulsory redundancies. Such agreement will not be unreasonably withheld.
- 6.2.3** Priority will be given to redeployment over redundancies in accordance with Clause 6.3 Redeployment and Redundancy.
- 6.2.4** Council recognises the benefits of maintaining in-house services rather than contracting out services to third parties where such services are efficient and competitive.
- During the life of this agreement Council may undertake Best Value Reviews in line with the Best Value Principles of the Local Government Act 1989. If the outcome of the review does not favour the retention of an in-house service, the parties agree to investigate and introduce measures to improve the performance of the service.
- Where it is deemed that market testing of a service is necessary, Council will resource the staff to submit an in-house bid.

6.3 Redeployment, Retraining & Redundancy

6.3.1 General

This clause applies to employees in the circumstances of a significant change in the workplace arising out of such matters as, but not limited to:

- a. A position being surplus to requirements due to work process changes.
- b. Withdrawal of funding from other sources which considerably alters service requirements or ceases the provision of such services / work, other than where the employee was engaged for a fixed term.
- c. Services being contracted out.

6.3.2 Operation

A position may in part or in full be declared surplus to the needs of the organisation and subject to the guidelines and procedures set out in this clause.

6.3.3 Restrictions and limitations

This clause does not apply to maximum term or casual employees or employees with less than one year of service with Council. Employees engaged on a special project for a specified period of time are also not covered by this clause.

6.3.4 Notification

Relevant employees affected by any of the changes as outlined in Clause 6.1 of this agreement (Introduction of change) will be given notice of the effect of the changes.

6.3.5 Redeployment

When a position is declared to be redundant Council will attempt to redeploy the affected employees to other vacant positions in the first instance.

When redeployment has occurred an employee will have a standard 'cooling off' period of 3 months to determine his or her own suitability to the position. If the employee chooses, within this time frame, they may elect the redundancy option.

6.3.6 Positions at the same classification

Redeployment opportunities at the same classification level will be sought for affected employees provided that the employee has the skills and ability to perform the duties of the position.

6.3.7 Positions at lower classifications

- a. Where there are no redeployment opportunities at the same classification level then other positions at a lower classification level may be offered to the employee(s). Such offers will be made to employees that have the necessary skills to meet the requirements of the position.
- b. In such instances salary will be maintained at the substantive rate of pay for a period of 12 months for staff with 12 months continuous service with Moreland City Council. For employees with less than 12 months continuous service with Council the period of salary maintenance will be pro rata based on length of service. At the end of that period the employee will revert to the lower classification rate of pay.

6.3.8 Training assistance

An employee may be redeployed to a position where they may not possess all the necessary skills but may fulfil the requirements of the position within a reasonable period of time, through further training either on or off the job. Such training will be provided and all costs met by Council. It is not envisaged that tertiary education will be met by Council.

6.3.9 Requirement to accept reasonable offers of redeployment / retraining

An employee who has refused a reasonable redeployment/retraining offer to a position at the same classification level will not be eligible for redundancy benefits.

6.3.10 Payment Upon Termination

A lump sum payment of \$5000 (pro rata for part time employees) will be payable upon termination.

6.3.11 Transition payments for employees who continue to work up until the nominated termination date

A \$5000 (pro rata for part time staff) transition payment, will also be payable when the nominated termination date is six months or greater than the date of notification. The parties may agree to a lesser period than six months. The transition payment will be paid to employees who remain employed by Council up until the nominated date of their termination in order to facilitate the introduction of new work arrangements.

This payment is subject to the employee performing regular duties for the duration of the agreed transition period (i.e. performs regular duties in accordance with their position description and attends work for 95% of the time).

6.3.12 Payment in lieu of notice is as follows: -

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

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

6.3.13 Severance pay

Severance payments will be made in the circumstances described in clause 6.3.1.

Severance pay will be calculated and paid on the basis of 3 weeks pay for each completed year of service with Moreland City Council and its legal predecessors to a maximum of 52 weeks.

6.3.14 Motor Vehicles

Where a redundancy leads to the loss of a Council provided motor vehicle:

- a. Where a motor vehicle is considered part of an employee's salary package, 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.
- b. Where an employee has access to a commuter use vehicle at time of redundancy, the weekly value for the purpose of severance payment shall be \$46.15 (\$2,400/52 weeks). This payment shall be added to an employee's weekly rate of pay for the purposes of determining the payment to be made in accordance with sub clause 6.3.13 (Severance Pay).

6.3.15 Pro Rata Long Service Leave

If the employee has greater than 3 years of service at the date of retrenchment and is not entitled to payment for pro rata Long Service Leave an ex-gratis payment equivalent to pro-rata Long Service Leave for completed years of service shall be paid.

6.3.16 Outplacement

Terminated employees will be eligible to receive outplacement services, provided by an agreed service provider up to the value of \$2500 (on a fee for service basis).

6.4 Transfer of Business

6.4.1 This clause will apply in the event that there is a transfer of business as defined by the Fair Work Act 2010, or its successor. Where an employee transfers to a new provider of a Council service under a Transfer of Business arrangement, Council will ensure that:

- a. The continuity of employment of the employees, for purposes of leave and severance entitlements, is deemed not to have been broken by reason of such transfer.
- b. Council will pay any outstanding annual leave and long service leave entitlements to those employees who transfer to the new employer if requested by the employee. Alternatively, leave will be transferred to the new employer.
- c. To ensure service to the community is not disrupted, employees will be transferred to the new employer, however, Council will genuinely consider requests for redeployment or redundancy over transfer of employment, unless there are significant operational or budgetary implications
- d. If an employee accepts a redundancy payment from Council, the payment will be conditional upon the employee making an undertaking that they will not accept a position with the new provider of the service for a period of at least six months from the date of termination.

Section Seven - Occupational Health and Safety

7. OHS Management

- 7.1** Moreland City Council's overall workplace safety objective is to provide a safe, productive workplace that promotes and enhances the quality of working life and lowers the risk of work-related injury and illness. To achieve this, Council will allocate sufficient resources to provide a workplace and systems of work that are safe for all employees, contractors and visitors.
- 7.2** The parties are committed to compliance with the OH&S Act 2004 or its successor and to continuously reviewing and improving OH&S performance to ensure that the Council complies with all relevant legislation, regulations and standards. All employees, contractors and visitors are required to follow workplace safety requirements and to be aware of safety issues in the workplace.
- 7.3** OHS performance is monitored and reported through the relevant OHS committees.

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Section Eight - Consultation & Dispute Resolution

8.1 Joint Consultative Committee

The parties recognise the importance of mechanisms to ensure that the measures detailed in this agreement are reflected in practice. The parties agree that the JCC will oversee the implementation of this agreement and will operate under the 'JCC Terms of Reference'.

The JCC shall comprise a maximum total of 10 employee representatives from the participating unions: 7 ASU representatives, 1 PA representative, and 2 ANMF representatives. There shall be no more than one employee representative from each Service Unit with exception that up to 2 ANMF delegates from the Maternal and Child Health Unit can attend. One union official from each union may attend and participate as required.

8.2 Union Delegate Rights & Responsibilities

- 8.2.1 Union delegates will have the right to leave their workplace after prior consultation with their supervisor to attend the Joint Consultative Committee meetings and to support employees.
- 8.2.2 Union delegates are to provide their supervisors with the maximum notice possible of all JCC meetings and other meeting commitments. Should there be a priority work requirement to attend to, union delegates will make arrangements to reschedule meetings.
- 8.2.3 If absences from the workplace (or duties) impact on a union delegates work performance (or service delivery), the parties will discuss how the matter will be addressed.
- 8.2.4 A limit of one union delegate or one union official will attend meetings in the role of support person. Any additional attendees will be arranged in advance and be approved by the Manager Human Resources.
- 8.2.5 Growth Team or membership drive meetings will be limited to once per year per site.
- 8.2.6 ASU delegates / officials will have access to attend Council Corporate Induction.
- 8.2.7 Union delegates shall have access to use their existing allocated telephone and computer (or hot desks for those without computer access) to undertake their duties as a union delegate. Union delegates have access to booking meeting rooms, where available, for work related matters.

8.3 Paid Time Meetings at Request of Union

- 8.3.1 A maximum of 2 paid time meetings per service unit may be held annually.
- 8.3.2 The CEO is the sole authority to approve all paid time meetings.
- 8.3.3 The timing of paid time meetings must be scheduled to ensure minimal disruption to the workplace and operations.

8.4 Union Delegate Training & Seminar Leave

- 8.4.1 A union delegate is entitled to up to ten days of leave over a two year period with pay to attend courses and seminars, which are directed at the enhancement of the operation of the dispute resolution procedure.
- 8.4.2 An eligible union delegate is an employee who is formally notified to Council by the Union as elected to the role of union delegate.
- 8.4.3 Annually, the Union shall provide to the employer a list of all current delegates. .

- 8.4.4** A union delegate will give their supervisor two weeks' notice of the intention to attend such courses. The notice to the employer shall include details of the type, content and duration of the course or seminar to be attended.
- 8.4.5** The taking of such leave must have regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 8.4.6** The parties recognise the importance of training and the requirement of Council to deliver service objectives. MCC will make available training and seminar leave under this clause of up to a maximum of 60 days annually in total.
- 8.4.7** Attendance at national or state conferences by employees who hold national or state elected positions are not included within the 60-day cap.

8.5 Dispute & Grievance Resolution

In the event of a dispute / grievance in relation to a matter arising under this agreement, which may include a recruitment and selection decision, or in relation to the National Employment Standards, the following steps will generally be followed:

- 8.5.1** In the first instance, the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor, with a union delegate or union official as appropriate.
- 8.5.2** If a grievance is reported to a supervisor, the matter is to be acknowledged within a 48-hour period and a time frame provided to the employee with the course of action to be followed to address the grievance.
- 8.5.3** If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute through discussions between more senior levels of management, up to and including the CEO and senior union officials.
- 8.5.4** If a dispute about a matter under this Agreement is unable to be resolved at the workplace, and all appropriate steps above have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 8.5.5** Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Fair Work Act that it considers appropriate to ensure the settlement of the dispute.
- 8.5.6** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.5.7** While the dispute resolution procedure is being conducted, the existing situation, terms and conditions of work and work practices (relating to the matter/s being disputed) immediately prior to the grievance or the dispute occurring will not be altered. All other work and agreed changes must continue in accordance with this Agreement and the Fair Work Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

8.6 Dispute/Grievance Resolution relating to Final Warning or Notice to Show Cause

In the event of a dispute / grievance in relation to the issuing of a Final Warning or a Notice to Show Cause why Employment should not be Terminated, the following steps will generally be followed:

- 8.6.1** In the first instance, the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor, with union delegate or union official as appropriate.

- 8.6.2** If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute through discussions between more senior levels of management, up to and including the CEO and senior union officials.
- 8.6.3** Where the dispute is in relation to Council not following correct process prior to issuing the Final Warning or Notice to Show Cause the concern is to be placed in writing and a discussion will be held with the Union Branch Secretary and CEO to seek to resolve the matter.
- 8.6.4** If the matter is still unresolved and the dispute relates to a breach of process then the matter may be referred to the Fair Work Commission. The parties may agree on the process to be utilised by Fair Work Commission including mediation, conciliation and or arbitration.
- 8.6.5** Where the matter in dispute remains unresolved, Fair Work Commission may exercise any method of dispute resolution permitted by the Fair Work Act that it considers appropriate to ensure the settlement of the dispute.
- 8.6.6** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.6.7:** While the dispute resolution procedure is being conducted, the existing situation, terms and conditions of work and work practices (relating to the matter/s being disputed) immediately prior to the grievance or the dispute occurring will not be altered. All other work and agreed changes must continue in accordance with this Agreement and the Fair Work Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

8.7 Civic Centre Staff Car Parking

If during this Agreement changes in relation to Civic Centre staff car parking are proposed, the parties agree to consult about any proposed changes including staff access and/or costs.

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Section Nine - Other Provisions

9.1 Equal Employment Opportunity (EEO)

- 9.1.1** Council will ensure a work environment that eliminates unlawful discrimination, victimisation, vilification, bullying and harassment. When employees seek to access employment, promotion, transfer, training or other employment terms and conditions within Council, they will be given an equivalent chance based on their skill, qualifications, knowledge and aptitude.
- 9.1.2** Council's policies and procedures including the Recruitment and Selection Policy will comply with EEO principles. Where employees feel aggrieved with a selection decision, access to clause 8.5 is available.
- 9.1.3** Under the Recruitment and Selection policy, a review of vacant positions will be commenced within 2 months of vacancy.

9.2 Breast Feeding for Nursing Mothers

- 9.2.1** The parties recognise the importance of breast-feeding for both mother and baby. Council supports, protects and promotes breast-feeding.
- 9.2.2** Council will provide facilities and the support necessary to enable mothers to incorporate breast-feeding into their work.
- 9.2.3** Provision of facilities and support includes:
- Lactation breaks. There is flexibility for mothers to take lactation breaks during their workday. These can be negotiated between the mother (or her nominated employee union delegate) and her supervisor.
 - A clean private area with power point, lockable door, comfortable chair, refrigerator, hand washing facilities and breast pump storage area.
- Where breast-feeding facilities do not currently exist and a need for them arises, the parties will discuss suitable solutions.

9.3 Casual Pools

Council is committed to reducing the use of Agency / Labour Hire staff. Council will consider the implementation of casual employee pools in specified work areas to support operations.

9.4 Police Checks and Working With Children Check renewals

Police Check and Working with Children Check renewals will be paid or reimbursed by Council where they are a requirement of the employee's current position.

9.5 Accident Make-up Pay

Make up pay is the difference between the weekly compensation paid under the Accident Compensation Act 1985 and the pre-injury average weekly earnings.

Council will pay up to 39 weeks of make-up pay to an employee who has an accepted workers compensation claim for a work related injury or illness.

9.6 Union Deductions

Employees who are members of the ASU, ANMF or PA can elect to have their membership fees automatically deducted from their fortnightly pay.

9.7 Review of Part B and Part C

During the life of the Agreement, the parties agree to meet and review Part B and Part C and its relationship to Part A.

Section Ten - Staff Development and Training

- 10.1** Moreland City Council recognises the importance of investing in its staff through development and training opportunities. Moreland City Council is committed to improving the performance of the organisation by building the capability of its staff and will do so through:
- a. The completion of Annual Performance Development Reviews (PDRs) including the development of Personal Development Plans for all employees
 - b. The annual Corporate Training Program
 - c. Specific Business Unit Training

- 10.2** Moreland City Council recognises the importance of Graduate and Apprentice programs and will consult during the life of this agreement to develop programs for graduates and apprentices specifically, but not limited to, in the fields of Engineering, Maternal and Child Health Nursing and the trades based at the depot.

- 10.3** Training Opportunities will be made available to all staff on an equitable basis through the Corporate Training Calendar and specific Business Unit training. Such training will be made available at no cost to the staff member following approval from their Manager.

Where training undertaken is a requirement of the position, Council will cover the full cost of the training and pay time for attendance (excluding Tertiary Studies). Where Tertiary qualifications are a requirement of the position, or the training is a development opportunity staff may apply for assistance through the Education Assistance Program Policy.

- 10.4** Staff and supervisors have the joint responsibility of identifying training and development activities.

- 10.5** Staff are expected to be available to attend training within the spread of hours detailed in Clause 3.2 or within Local Area Attachments.

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Section Eleven - Local Area Attachments

11.1 City Infrastructure LAWA

1. LAWA Coverage

This Local Area Attachment (LAWA) covers

All employees employed in the Moreland Operations Centre and Depot, with the exception of Urban Safety, Service Unit Managers and staff classified at band 6 or above.

2. General Provisions

The core service hours of the Operations Centre are 7.30am to 5.00pm Monday to Friday, including regulatory and award mandated rest breaks.

2.1 Rest Breaks

Staff rest breaks are not to be taken at the start or end of the rostered shift. Rest breaks are to be taken at the closest reserve, Council facility or other mutually agreed location.

2.2 Hot Weather

The parties are committed to ensuring the health and safety of employees on days of high temperature, and will ensure the provisions of the Council Heat Policy are applied.

On days of predicted high temperature, services may be commenced earlier at the instigation of the unit management and with the agreement of employees. Agreement will not be unreasonably withheld.

2.3 Hours of Work

Other than stated below, Operations Centre staff (excluding street sweeper drivers *(12 hour shifts)* and waste services operators) will work a 9 day / 70 hour fortnight, with up to 8 hours worked per day, excluding time worked to accumulate an RDO. The starting and finishing times of work will be those that are required to provide the service as listed below:

2.3.1 Roads

Employees in Roads may be required to work across all service areas to meet service requirements as detailed below.

Service	Spread of Hours	Core Service Hours	Rest Breaks
General Operator <ul style="list-style-type: none"> ▪ Roads Maintenance ▪ Street Furniture Backhoe Operator Team Leader Works Officer	6.00am – 6.00pm	6.30am – 3.00pm (<i>Mon - Thurs</i>) 6.30 am – 2.00pm (<i>Frid</i>)	20 min (<i>paid</i>) 30 min (<i>unpaid</i>)
General Operator (Urban improvement Crew) <ul style="list-style-type: none"> ▪ Response Officers Inspectors Team Leader (Response Crew)		7:00am – 4:30pm (<i>Mon - Thurs</i>) <i>Staggered starts 7am and 8am</i> 7:00am – 4:00pm (<i>Frid</i>) <i>Staggered starts 7am and 8.30am</i>	20 min (<i>paid</i>) 30 min (<i>unpaid</i>)

2.3.2 Street Cleansing

Employees in Street Cleansing may be required to work across all service areas to meet service requirements as detailed below. Vehicles are not to leave the Walter Street Operations centre prior to 3:30am.

Service	Spread of Hours (Monday to Friday)	Core Service Hours	Rest Breaks
General Operator • Litter Bins	3.30 am – 5.00pm	3.30am – 12.00 noon (Mon – Thurs)	20 min (paid) 30 min (unpaid)
		3.30am – 11.00 am (Frid)	20 min (paid) 30 min (unpaid)
		3.30am – 7.30 am (Sat) <i>(overtime in accordance with clause 3)</i>	10 min (paid)
		3.30am – 10.00 am (Sun) <i>(overtime in accordance with clause 3)</i>	10 min (paid) 30 min (unpaid)
Footpath Sweepers Street Sweeper Driver – Small Shopping Centres	3:30am – 5.00pm	3:30am – 12.00 pm (Mon – Thurs)	20 min 30 min (unpaid)
		3:30am – 11.00 am (Frid)	20 min (paid) 30 min (unpaid)
		3:30am – 10.00am (Sat & Sun) <i>(overtime in accordance with clause 3)</i>	10 min (paid) 30 min (unpaid)
General Operators • Day Crew • Driver • Shop Cleaning Response Officer Combo Unit Operator	4.00 am – 5.00pm	7.30am – 4.00 pm (Mon – Thurs)	20 min (paid) 30 min (unpaid)
		7.30am – 3.00 pm (Frid)	20 min (paid) 30 min (unpaid)
Daylight Savings Hours General Operator • Day Crew • Driver • Shop Cleaning	4.00 am – 5.00pm <i>Staggered shift commencing at 6:00am & 7:30am</i>	6.00 am – 4:00pm (Mon – Thurs)	20 min (paid) 30 min (unpaid)
		6.00 am – 1.30pm (Frid)	20 min (paid) 30 min (unpaid)
Service		Core Service Hours	Rest Breaks
Street Sweeper Driver/ Combo Unit Operator	3:30am – 5.00pm	3.30am – 4.00pm (Mon – Thurs)	30 min (paid) 30 min (unpaid)
		3.30am – 3.00pm (Frid)	30 min (paid) 30 min (unpaid)
Street Sweepers (Rotating Shift)	3:30am – 5.00pm <i>Mon – Sunday (as per 2.3.2a)</i>	3.30am – 4.00pm (Mon – Thurs)	30 min (paid) 30 min (unpaid)
		3.30am – 3.00pm (Frid)	30 min (paid) 30 min (unpaid)
		3.30am – 9.30am (Sat & Sun)	10 min (paid) 30 min (unpaid)

2.3.2a Street Sweepers Rotating Shift

The hours of work for sweeper drivers are based on a 70 hour fortnight with rotating shifts as follows:

Week A – Tues [12 hours] Wed [12 hours] Sat [5.5 hours] Sun [5.5 hours] -

Week B – Mon [12 hours] Thurs [12 hours] Fri [11 hours]

2.3.2b Street Sweepers Leave (for rotating shift only)

Street Sweeper Drivers working the rotating shift are entitled to 5 weeks Annual Leave as per clause 41.9, Part B of this agreement.

2.3.2c Overtime and Backfilling Rates of Pay

Employees who undertake work in the Street Cleansing Unit will be paid at the appropriate rate of pay to the tasks being undertaken in accordance with the attached table. For example, a Cleansing Operator undertaking Street Sweeper work will be paid at the appropriate Street Sweeper Driver rates. Employees will receive their substantive rate of pay where work is undertaken at a lower pay classification.

2.3.3 Fleet

Service		Spread of Hours	Core Service Hours	Rest Breaks
Mechanics	Staggered shifts commencing at 6.00am, 7.30am & 9.30am	6.00am – 6.00 pm (Mon – Fri)	6.00am – 6.00 pm (Mon – Fri)	20 min (paid) 30 min (unpaid)
		6.00am – 11.00 am (Sat)	6.00am – 11.00 am (Sat) (overtime in accordance with clause 3)	10 min (paid)

2.3.4 Open Space

Employees in Open Space may be required to work across all service areas to meet service requirements as detailed below:

Service	Spread of Hours	Core Service Hours	Rest Breaks
All Services • General operator • Cert gardener • Cert arborist • Crew leaders • Assistant coordinator	6.00am – 6.00pm	7.15am – 3.45pm (Mon – Thurs) 7.15am – 2.45pm (Friday)	20 min (paid) 30 min (unpaid)

2.3.5 Building Maintenance

Service	Spread of Hours	Core Service Hours	Rest Breaks
Building Maintenance • Handyperson	6.00am – 6.00pm	7.30am – 4.00 pm (Mon – Thurs) 7.30 am – 3.00 pm (Friday)	20 min (paid) 30 min (unpaid)

2.3.6 Administration

Administration employees may be required to work across all service areas to meet service requirements:

Service	Spread of Hours	Core Service Hours	Rest Breaks
Administration	6.00am – 6.00pm Staggered shifts commencing at 7.30am & 8.45am	7.30am – 5.00 pm (Mon – Fri)	30 min (unpaid)

2.3.7 Waste Services

2.3.7.1 Hours of Work

Employees in Waste Services may be required to work across all service areas to meet service requirements as detailed below:

Service	Spread of Hours	Core Service Hours	Rest Breaks
Garbage, Recycling & Green Waste • Side Loader	5.00am – 5.00pm	5.15am – 12.15pm (in accordance with Group Task Finish clause 2.3.7.3)	30 min (paid)
Waste Works Officer Waste Team Leader	4:45am – 5.00pm Staggered shift commencing at 4:45am & 8:30am	4:45am – 4:00pm (Mon – Fri)	30 min (unpaid)

When required to work overtime, unpaid regulatory and award mandated breaks must be observed. Breaks must not be taken at the end of the rostered shift.

The hours of work for Waste Services employees will be 35 hours per week over a 10 day fortnight.

Vehicles are not to leave the Walter Street Operations centre prior to 5.30am.

2.3.7.2 Group Task Finish

Group Task Finish applies to the services of garbage, recycling and green waste. For the purposes of this clause these tasks are grouped together as a single task.

The 'group task' extends to employees being required, within the 7 hour day to include:

- completion of all waste rounds;
- attendance at meetings e.g. staff; meetings, full work group/unit information sessions;
- attendance at scheduled training;
- attendance at Occupational Health and Safety meetings or programs;
- discussions with supervisors at the end of collection rounds;
- paperwork and reporting related to daily activities;
- washing the truck and cleaning the cabin at the end of each day subject to the availability of the wash bay; and
- garbage trucks to be cleaned before mechanics are required to carry out maintenance on them

2.3.7.4 Public Holidays - Waste Services Unit

Where Christmas Day, New Years Day, Anzac Day and Good Friday fall on a weekday, the public holidays will be observed and staff are required to attend for work the following Saturday as a core service day.

Where Christmas Day or New Year's Day fall on a Saturday or Sunday, staff are required to work the gazetted additional public holiday at the appropriate penalty rate of pay.

Collection crews will be paid at single time rate of pay plus 50% for a full working day (7 hours) on the Saturdays following Christmas Day, Good Friday, New Years Day and Anzac Day.

Staff are required to work on the following gazetted Public Holidays: Australia Day, Labour Day, Easter Monday, Queen's Birthday, Melbourne Cup Day, and Boxing Day and will be worked without Council incurring additional labour costs as part of their annualised pay arrangements.

Staff are required to work the Grand Final Friday Public Holiday and will be paid public holiday penalty rates for hours worked.

When employees do not attend for work on these days, leave debits will be at single time rate of pay plus 50%.

2.4 Casual Pools

Casual Pools may be considered in accordance with clause 9.3 of Part A.

3 Overtime

3.1 Unless otherwise specified, overtime provisions will be in accordance with Part B.

3.2 Other than for Waste Services where overtime commences after 7 hours of work due to group task finish, any time worked in excess of 8 hours per day, or outside the spread of hours will be paid overtime at the rate of time and half for the first two hours and double time thereafter. Each day's work will stand alone.

Time Off in Lieu (TIL) provisions shall apply in accordance with Part A.

4. Service Delivery Standards (Waste Services)

4.1 It is recognised that in order to provide effective service delivery across garbage, recycling and green waste a degree of operational flexibility is required to cover unscheduled employee absences from work. To ensure optimal service delivery the following will apply:

4.1.1 Employees will be assigned to a specific service however, should an operational situation arise related to either vehicles or operators, employees may be required to complete other waste service collections to ensure that adequate service standards are achieved as outlined in clause 2.3.7.2, *Group Task Finish*.

4.1.2 Where there are unscheduled absences, those employees who are in attendance for the day will be required to complete the shift up to 7 hours at ordinary rates of pay to ensure the task is complete in accordance with clause 2.3.7.2.

4.1.3 To ensure adequate service standards are achieved, Council will genuinely attempt to find replacement employees where scheduled and unscheduled absences occur which cannot be met under 4.1.2.

4.1.4 All waste services employees will be expected to comply with the requirement to notify the Works Officer of Waste Services as soon as possible once they become aware that that they are going to be unable to attend work as scheduled (as per clause 4.2, Part A of this agreement).

5. Filling of Vacancies

Filling of vacancies will be in accordance with clause 9.1.3 of Part A

6. Job Classifications and Rates of Pay

Classifications and rates of pay shall be in accordance with the wages table contained in the appendix to this local area work agreement. All rates of pay are inclusive of allowances as listed in the Job Classifications and Rates of Pay appendix.

6.1 Progression through a Classification

Progression through classification levels will occur annually and be dependent upon the following:

- employees satisfying the relevant trade qualification standards, and/or competencies documented in the position description;

- employees satisfying the relevant experience requirements; and
- satisfactory performance and attendance.

Progression to Works Officer Level 2 will be determined at the time of the annual Performance and Development Review, and will not normally occur within two years of employment at Works Officer Level One.

6.2 Annualised Salaries

The rates set out in the Table (below) are inclusive of Industry Allowance, Vehicle Maintenance Allowance, Employee-in-Charge Allowance, Early Start Penalty, Garbage Truck Drivers Allowance, Special Rates Allowances, and any other allowances that were previously payable to employees. The annualised salary is paid for all periods of paid leave.

6.2.1 Waste Services Unit

Each employee on in the waste services unit shall be paid a flat rate of pay which includes overtime payments for relevant Public Holidays, Industry Allowance, Early Start and Shift Allowances.

6.2.2 Waste Services Works Officers receive an allowance of \$60.13 per week (increased in accordance with EBA % increases) which is inclusive of the requirement for them to perform early starts and to work on public holidays in line with other Waste Services employees.

6.3 Noxious Spaces Allowance (Fleet Services mechanics only)

A Noxious Spaces Allowance will be paid in accordance with the following:

Where a mechanic is required to do work of an unusually offensive nature in undertaking mechanical repairs inside the rear of a garbage truck or at the garbage tip if the truck has broken down, the employee will be paid an allowance of \$10 per day (increased in accordance with EBA % increases) on occurrence.

The final decision as to what constitutes work of an unusually offensive nature will rest with the Fleet Coordinator or Manager

6.4 Tree Climbing Allowance

On occasion, suitably qualified Arborists may be required to climb trees where the task cannot be done via any other method.

Where tree climbing is approved by their supervisor in advance, a Tree Climbing Allowance of \$1 per hour (increased in accordance with EBA % increases) will be paid on occurrence.

7. Training

7.1 Council is committed to providing training and development opportunities to staff. Reasonable efforts will be made to arrange training within Core Service Hours.

7.2 The parties acknowledge that, on occasion, training (eg Corporate Training) will be arranged within the Spread of Hours detailed in clause 2.3. In accordance with Clause 10.4 (Part A) staff are expected to be available to attend the full training session. Where possible two weeks notice shall be provided to employees.

7.3 In conjunction with clause 10.2, Part A,

1. Council is committed to pay for competency training relating to the core function of the role
2. Staff will pay for vehicle licences or licence renewals associated with the core function of their role
3. Council will consider any other training relating to staff development through the annual Performance Development Review (PDR) process.

8. Peer Training – Combo Unit Only

8.1 Council recognises that accredited training to ensure safe and competent use of the Combo Unit is currently not available. In the absence of such training, Peer Trainers have been formally identified in the Street Cleansing Unit and trained by MCC (to be a Peer Trainer for use of the Combo Unit).

Peer Training shall only apply during a scheduled training period as determined by the Unit Manager or Manager and in accordance with the established training program.

8.1.1 Peer Trainers will be paid a training allowance of \$1.717 per hour (increased in accordance with EBA % increases) when undertaking peer training. Peer training periods will be identified by roster. Employees will not be paid a training allowance at any other time (eg. for general induction).

8.1.2 This allowance is only payable until a registered training provider becomes available for accredited training.

CITY INFRASTRUCTURE PAY RATES

Year 1

Year 1		2.25% or \$28 Effective 1 July 2018			
Title	Code	Weekly	Fortnightly	Hourly (35 Hrs)	Total Annual
Operator Level 1 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN1	\$1,214.36	\$2,428.72	\$34.70	\$63,146.59
Operator Level 2 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN2	\$1,263.22	\$2,526.44	\$36.09	\$65,687.40
Administration Level 2 (Staff Employed Prior to 21 January 2010 Only)	ADMINS	\$1,395.16	\$2,790.33	\$39.86	\$72,548.51
Works Officer Level 1	WORKPO1	\$1,617.60	\$3,235.20	\$46.22	\$84,115.14
Works Officer Level 2	WORKPO2	\$1,726.24	\$3,452.48	\$49.32	\$89,764.39
Open Space Level 1 (Certificated Gardener/Arborist)	CGNARB1	\$1,303.93	\$2,607.85	\$37.26	\$67,804.21
Open Space Level 2 - Gardener	CERGAR2	\$1,333.92	\$2,667.85	\$38.11	\$69,364.06
Open Space Level 2 - Arborist	CERARB2	\$1,352.72	\$2,705.43	\$38.65	\$70,341.29
Crew Leader	CREWLD 1	\$1,423.38	\$2,846.76	\$40.67	\$74,015.68
Assistant Coordinator	APKSAR	\$1,510.19	\$3,020.39	\$43.15	\$78,530.10
Street Cleansing - Street Sweeper Driver (Rotating Shifts)	STSWDR	\$1,439.21	\$2,878.43	\$41.12	\$74,839.13
Street Cleansing - Street Sweeper Driver/Combo Unit Operator (Day Shift)	SSDDYS	\$1,386.33	\$2,772.67	\$39.61	\$72,089.39
Street Cleansing - Street Sweeper Driver - Small Shopping Centres	SSDSSC	\$1,377.59	\$2,755.18	\$39.36	\$71,634.79
Street Cleansing - Urban Improvement Team Leader	URBTML	\$1,450.69	\$2,901.38	\$41.45	\$75,435.87
Roads - Backhoe Operator	BAKHOE	\$1,307.79	\$2,615.59	\$37.37	\$68,005.31
Roads - Team Leader	RDSTML	\$1,323.53	\$2,647.05	\$37.82	\$68,823.41
Roads - Inspector Level 1	INSPEC1	\$1,395.18	\$2,790.36	\$39.86	\$72,549.38
Roads - Inspector Level 2	INSPEC2	\$1,499.16	\$2,998.33	\$42.83	\$77,956.46
Waste - Side Loader	SIDELD	\$1,414.39	\$2,828.78	\$40.41	\$73,548.39
Waste - Team Leader	WASTML	\$1,482.12	\$2,964.24	\$42.35	\$77,070.35
Fleet - Mechanic Level 1	MECHAN1	\$1,289.51	\$2,579.01	\$36.84	\$67,054.33
Fleet - Mechanic Level 2	MECHAN2	\$1,383.60	\$2,767.20	\$39.53	\$71,947.19
Building Maintenance - Handyperson	BMHAND	\$1,289.47	\$2,578.94	\$36.84	\$67,052.33

Year 2

Year 2		2% or \$26 Effective 1 July 2019			
Title	Code	Weekly	Fortnightly	Hourly (35 Hrs)	Total Annual
Operator Level 1 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN1	\$1,240.36	\$2,480.72	\$35.44	\$64,498.59
Operator Level 2 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN2	\$1,289.22	\$2,578.44	\$36.83	\$67,039.40
Administration Level 2 (Staff Employed Prior to 21 January 2010 Only)	ADMINS	\$1,423.07	\$2,846.13	\$40.66	\$73,999.48
Works Officer Level 1	WORKPO1	\$1,649.95	\$3,299.90	\$47.14	\$85,797.44
Works Officer Level 2	WORKPO2	\$1,760.76	\$3,521.53	\$50.31	\$91,559.68
Open Space Level 1 (Certificated Gardener/Arborist)	CGNARB1	\$1,330.01	\$2,660.01	\$38.00	\$69,160.29
Open Space Level 2 - Gardener	CERGAR2	\$1,360.60	\$2,721.21	\$38.87	\$70,751.34
Open Space Level 2 - Arborist	CERARB2	\$1,379.77	\$2,759.54	\$39.42	\$71,748.12
Crew Leader	CREWLD 1	\$1,451.85	\$2,903.69	\$41.48	\$75,495.99
Assistant Coordinator	APKSAR	\$1,540.40	\$3,080.80	\$44.01	\$80,100.70
Street Cleansing - Street Sweeper Driver (Rotating Shifts)	STSWDR	\$1,468.00	\$2,936.00	\$41.94	\$76,335.91
Street Cleansing - Street Sweeper Driver/Combo Unit Operator (Day Shift)	SSDDYS	\$1,414.06	\$2,828.12	\$40.40	\$73,531.17
Street Cleansing - Street Sweeper Driver - Small Shopping Centres	SSDSSC	\$1,405.14	\$2,810.29	\$40.15	\$73,067.48
Street Cleansing - Urban Improvement Team Leader	URBTML	\$1,479.70	\$2,959.41	\$42.28	\$76,944.59
Roads - Backhoe Operator	BAKHOE	\$1,333.95	\$2,667.90	\$38.11	\$69,365.42
Roads - Team Leader	RDSTML	\$1,350.00	\$2,700.00	\$38.57	\$70,199.88
Roads - Inspector Level 1	INSPEC1	\$1,423.08	\$2,846.17	\$40.66	\$74,000.37
Roads - Inspector Level 2	INSPEC2	\$1,529.15	\$3,058.29	\$43.69	\$79,515.59
Waste - Side Loader	SIDELD	\$1,442.68	\$2,885.36	\$41.22	\$75,019.36
Waste - Team Leader	WASTML	\$1,511.76	\$3,023.53	\$43.19	\$78,611.76
Fleet - Mechanic Level 1	MECHAN1	\$1,315.30	\$2,630.59	\$37.58	\$68,395.42
Fleet - Mechanic Level 2	MECHAN2	\$1,411.27	\$2,822.54	\$40.32	\$73,386.14
Building Maintenance - Handyperson	BMHAND	\$1,315.26	\$2,630.51	\$37.58	\$68,393.38

Year 3

Year 3		2% or \$26 Effective 1 July 2020			
Title	Code	Weekly	Fortnightly	Hourly (35 Hours)	Total Annual
Operator Level 1 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN1	\$1,266.36	\$2,532.72	\$36.18	\$65,850.59
Operator Level 2 (Road Maintenance/Gardener/Response/Litter Bins/Shop Cleaning/Street Furniture/Day Crews)	RDCLGN2	\$1,315.22	\$2,630.44	\$37.58	\$68,391.40
Administration Level 2 (Staff Employed Prior to 21 January 2010 Only)	ADMINS	\$1,451.53	\$2,903.06	\$41.47	\$75,479.47
Works Officer Level 1	WORKPO1	\$1,682.95	\$3,365.90	\$48.08	\$87,513.39
Works Officer Level 2	WORKPO2	\$1,795.98	\$3,591.96	\$51.31	\$93,390.87
Open Space Level 1 (Certificated Gardener/Arborist)	CGNARB1	\$1,356.61	\$2,713.21	\$38.76	\$70,543.50
Open Space Level 2 - Gardener	CERGAR2	\$1,387.81	\$2,775.63	\$39.65	\$72,166.37
Open Space Level 2 - Arborist	CERARB2	\$1,407.37	\$2,814.73	\$40.21	\$73,183.08
Crew Leader	CREWLD 1	\$1,480.88	\$2,961.77	\$42.31	\$77,005.91
Assistant Coordinator	APKSAR	\$1,571.21	\$3,142.41	\$44.89	\$81,702.71
Street Cleansing - Street Sweeper Driver (Rotating Shifts)	STSWDR	\$1,497.36	\$2,994.72	\$42.78	\$77,862.63
Street Cleansing - Street Sweeper Driver/Combo Unit Operator (Day Shift)	SSDDYS	\$1,442.34	\$2,884.68	\$41.21	\$75,001.80
Street Cleansing - Street Sweeper Driver - Small Shopping Centres	SSDSSC	\$1,433.25	\$2,866.49	\$40.95	\$74,528.83
Street Cleansing - Urban Improvement Team Leader	URBTML	\$1,509.30	\$3,018.60	\$43.12	\$78,483.48
Roads - Backhoe Operator	BAKHOE	\$1,360.63	\$2,721.26	\$38.88	\$70,752.73
Roads - Team Leader	RDSTML	\$1,377.00	\$2,754.00	\$39.34	\$71,603.87
Roads - Inspector Level 1	INSPEC1	\$1,451.55	\$2,903.09	\$41.47	\$75,480.38
Roads - Inspector Level 2	INSPEC2	\$1,559.73	\$3,119.46	\$44.56	\$81,105.90
Waste - Side Loader	SIDELD	\$1,471.53	\$2,943.07	\$42.04	\$76,519.74
Waste - Team Leader	WASTML	\$1,542.00	\$3,084.00	\$44.06	\$80,183.99
Fleet - Mechanic Level 1	MECHAN1	\$1,341.60	\$2,683.20	\$38.33	\$69,763.32
Fleet - Mechanic Level 2	MECHAN2	\$1,439.50	\$2,878.99	\$41.13	\$74,853.86
Building Maintenance - Handyperson	BMHAND	\$1,341.56	\$2,683.12	\$38.33	\$69,761.24

11.2 HOME SUPPORT LAWA

1. LAWA Coverage

This LAWA covers all direct service employees in the Home Support Unit including Home Support Workers and Home Maintenance Workers.

2. Definitions

Definitions applicable to this LAWA are as follows:

General Home Support (GHC)
General Home Support is defined as providing shopping, client monitoring, food preparation and basic household maintenance and cleaning duties.
Personal Care and Respite Support (PC)
Personal Care and Respite Support is defined as meeting the personal care needs of the client and / or providing the primary carer with a break from the caring role, with the flexibility to also provide support, monitoring, assistance with travel and household maintenance to best meet the client and / or carer's assessed needs and support plan. A Certificate III in Home and Community Care or equivalent is required. A working with Children's Check is required for all staff working with people under the age of 18.
High Level Support (HL)
High Level support is defined as providing personal care or respite support (as outlined above) in more complex situations. This is in situations where additional training or instruction are specified and /or significant degree of personal judgment may be required at the time about the best way to meet the individual care needs agreed to in the care plan. This relates to working alone with clients who lack capacity to make their own decisions due to cognitive impairment regardless of their age. A Certificate III in Home and Community Care or equivalent is required. A working with Children's Check is required for all staff working with people under the age of 18.
Home Maintenance Staff
Home Maintenance is defined as providing home maintenance to assist the needs of the client group. Tasks are defined by Unit working procedures and funding requirements.
Peer Trainer
A Peer Trainer is formally identified and trained by MCC to be a Peer Trainer for Home Support. Peer Training is the training of Home Support Workers in tasks they have not previously performed and includes ensuring satisfactory demonstration of the relevant tasks by the trainee. This includes training new Home Support Workers in all normal duties; training existing staff in Personal Care and Respite Care tasks (where they have not done these duties previously); and training existing staff in complex care tasks such as hoist transfers with individual current clients (when they have not done this work previously).
Buddy (Home Support)
Where a worker is experienced in the role but requires a buddy to introduce the worker to the client, provide handover information (eg. details of the shopping required, respite activities etc) or to demonstrate how to use a hoist/equipment for a particular client. This is most likely to occur within the family and carer support team.

3 Employee Classifications

Appointment

3.1 On commencement, Home Support employees substantive rate will be General Home Support.

Pay Rates

3.2 Employees will be assigned work based on the client needs and will be paid at the rate of pay appropriate to the tasks being undertaken in accordance with the attached table. Employees will be paid at the PC and HL rates when undertaking these duties.

3.2.1 Progression through HL Pay Levels

Progression through base rate levels for HL work is based on satisfactory performance and will be assessed at the annual Performance and Development Review.

3.2.2

Staff whose base rate of pay was PC3 or SC3 in 2006 EBA had their rate of pay grandfathered in 2009 EBA whilst employed by MCC in their current positions. These staff will be paid at HL3 rate as their substantive rate.

Training, Supervision and Meetings

3.3 Training, supervision and meetings will be paid at the employee's substantive rate of pay.

Peer Training Supplement for Home Support

3.4 3.4.1 Recognised Peer Trainers must be qualified and experienced in both Home Support, Personal Care and High Level Support. Peer Trainers will be trained to provide formal on the job training to employees. Peer training will be identified by roster.

3.4.2

Peer Trainers will be paid a training supplement in accordance with the Classifications and Rates of Pay table when undertaking peer training.

3.4.3

Employees will not be paid a training supplement when acting as a buddy, handing over a job or on a two worker job.

4. Hours of Work

To be guaranteed minimum hours of work, employees are required to be available for rostering as per the minimum days and hours of availability below. Minimum hours includes client time, supervision, meetings, training, travel time and all other tasks necessary to perform the inherent requirements of the role.

Work Area	Spread of Hours (Mon to Fri)	Availability (days)	Minimum Hours of Availability	Guaranteed Hours
Home Support Employees <i>(includes Personal Care and Respite Support)</i>	7.00am – 7.00pm	Monday – Friday <i>(must be available to work 10 days per fortnight)</i>	9.00am – 3.00pm	40 hours per fortnight
		Monday – Friday <i>(must be available to work 8 days per fortnight)</i>	9.00am – 3.00pm	30 hours per fortnight
High Level Support	7.00am – 7.00pm	Monday – Sunday <i>(Must be available 10 days per fortnight)</i>	7am – 12 midnight	40 hours per fortnight
		Monday – Sunday <i>(Must be available 8 days per fortnight)</i>	7am – 12 midnight	30 hours per fortnight
Home Maintenance	7.00am – 7.00pm	Monday – Friday <i>(8.30am – 5.02pm)</i>	n/a	n/a

4.1 Ordinary Hours

The maximum ordinary hours that can be worked in any one day is 8 hours.

4.2 Meetings & Training

Staff are expected to be available to attend meetings, training and related events within the spread of hours detailed in Clause 4, Hours of Work. Adequate notice of attendance requirements will be provided.

4.3 Variations to Minimum Hours

Variations to the minimum hours may occur by agreement. Staff who reduce their availability to less than the prescribed minimum will not be guaranteed minimum hours. Staff are required to put requests to vary availability in writing. If approved the variation of employment will be confirmed in writing.

4.4 Meal Breaks

Home Support employees (including personal care, respite support and high level support) shall not work more than 6 consecutive hours without a meal break that will be for a minimum of 30 minutes.

A supervisor and employees may agree to vary the duration of a meal break provided the minimum meal break is 30 minutes. Meal breaks are unpaid.

5. Overtime

Overtime will be payable to employees when they work more than 8 hours per day (exclusive of meal breaks) or in excess of 35 ordinary hours per week (exclusive of time worked to accrue an RDO). Overtime will not be worked without the prior approval of the employee's manager. Each day and week's work will stand alone.

5.1 Out of hours work

Where Regular Rostered Hours are outside the spread of hours, penalty rates will apply in accordance with Part B. Within 8 hours per day or 35 hours per week these are considered ordinary hours for the purposes of leave and superannuation accruals.

6. Leave Debits for Part Time Employees

Leave (including Personal Leave, Annual Leave and Long Service Leave) debits for Part-time employees who work variable hours are based on the average Ordinary Working Hours per day, or regular rostered hours over the previous 12 month period (July 1 – June 30) calculated by 30 September annually.

The calculated leave debit will be applied to all leave taken during the period through to the following calculation date. The average calculation will apply to hours and ordinary rates of pay. Average calculations for rates of pay, exclusive of penalty rates will be rounded to the nearest pay classification in the attached pay table.

7. Employee Rosters

Home Support Employees

Hours of work (including training, supervision and meetings) will be provided by a roster issued on Thursday each fortnight. The roster is considered accepted by support workers, unless otherwise advised to the office rostering staff by 3pm on the following day (Friday).

7.1 Leave Applications

Where support workers plan leave or refuse work within their Regular Rostered Hours (*see definition in part A*), a leave application is required. Regular Rostered Hours are shown in the 'Master Roster' which will be issued to staff as at the last Wednesday of February and August each year. The Master Roster will be used as the basis to determine whether leave forms are required for absences.

7.2 Cancellations

7.2.1 24 Hour Cancellations

Where employees have a rostered job cancelled within 24 hours prior to the scheduled start of the job the following applies:

- Replacement hours may be offered either at the same time or within the agreed hours of availability within that pay period
- Replacement hours will be paid at the rate of pay associated with the replacement hours
- If no replacement hours are given across that pay period, then 100% payment shall apply at ordinary hourly rates
- If an employee refuses a replacement job within their available hours of that pay period, no cancellation payment or make up pay shall be paid
- Where replacement hours provided across that pay period are less than the cancelled hours, the difference between the replacement and the cancelled hours will be paid
- Where replacement hours are available across that pay period that are of greater hours, a payment equal to the actual hours worked will apply
- If an employee refuses replacement hours offered within their Regular Rostered Hours (in accordance with the Master Roster – Clause 7.1) the employee is required to submit a leave form for the period they are unavailable.

7.2.2 No Entry

When a worker attends a client's house and is not able to gain access, or the client cancels the service at the door or the worker is advised of the cancellation en route to the job:

- 15 minutes will be paid for purpose of checking on the whereabouts and wellbeing of clients
- A replacement job must commence within one hour of the original scheduled job
- Replacement hours will be paid at the rate of pay associated with the replacement hours
- If a replacement job is not available, a cancellation payment at the hourly rate of the original job up to a maximum of two hours will be paid
- If an employee refuses the offered replacement job, no cancellation payment or make up pay will be paid.

7.3 Split Shifts

During the working hours specified in clause 4 employees undertaking high level care are required to be available for split shifts at ordinary time rates where a gap in the roster is two hours or more.

7.4 Geographic Boundaries

The Home Support Team is structured in Geographic Boundaries. Where practicable, rosters will be developed within these boundaries; however, all employees are required to be available to work across the municipality as necessary.

8. Travel Arrangements - Home Support Workers (*General Home Support, Personal Care, Respite Support, High Level Support*)

8.1 Travel Allowance

Staff are to be paid a flat rate of 17 minutes travel time at the rostered rate between all jobs at different work locations, including the office (exclusive of travel to and from home) on any one day.

Travel time is a component of minimum weekly hours. This travel time incorporates time spent travelling between jobs and covers all mileage/kilometre costs. The time rostered between jobs will cover the actual time required to travel from one job to the next, however the flat payment of 17 minutes will apply for travel between all jobs at different locations.

A Travel assessment will be completed by 31 December 2016 to confirm whether the 17 minutes travel allowance is still appropriate.

8.2 Kilometre Reimbursement

Travel undertaken in the course of working for a client, i.e. shopping, client support travel etc. can be claimed on the basis of actual distance travelled and be reimbursed in accordance with Part B of this Agreement (ie. paid a kilometre reimbursement).

8.3 Split Shifts

Staff who are rostered on a split shift on any day where the gap in the roster between jobs is two hours or more will be paid the travel allowance to and from home (*total of 34 minutes*).

Where the split shift is due to staff not being available or not accepting shifts no travel will be paid.

9. Use of Own Cars

9.1 Home Support Workers employed from the operative date of this agreement are required to supply a vehicle in order to undertake their duties.

9.2 MCC Insurance Support

- Council will take out additional insurance for Home Support Workers who have comprehensive insurance and utilise their private vehicles while on Council business.
- This insurance will cover full payment of the “excess” in case of motor vehicle accident while on Council business and the first year’s loss of “no claim bonus”.
- The policy does not distinguish who is at fault in the accident.
- Employees are required to claim through their own insurance provider to obtain the additional insurance coverage to be provided by Council.

9.3 Employees without comprehensive insurance policies do not qualify for Council’s insurance support scheme.

9.4 In the event of an accident during the course of their work, or need for unscheduled urgent repairs to their vehicle, Home Support and Delivered Meals Drivers will be able to access up to 2 Personal Leave days (or equivalent hours as calculated in Clause 6) per annum to make alternative travel arrangements. Evidence may be required of the service or accident. Should

the employee require further time to arrange a vehicle for work purposes, Annual Leave arrangements will apply.

9.5 Home Maintenance Employees

Home Maintenance staff may be allocated commuter use access to a tool of trade vehicle.

10. Uniforms

Two uniforms will be provided to new staff on commencement and subsequent replacement of uniforms will be on a fair wear and tear basis and or annually. Uniforms will be laundered by staff at no cost to Council. A uniform list is available for staff for reference

11. Absenteeism

The parties acknowledge the complexity of the service and the impact that unplanned absenteeism has on meeting the needs of the community. As a result, the parties commit to reducing incidences of absenteeism and unscheduled leave as per Part A of the Agreement.

12. OHS

The parties recognise that Aged Services is a high risk area in relation to OHS and has a high incidence of manual handling injuries. As such we are committed to ensuring the safest possible environment for staff in accordance with Clause 7 of Part A. The parties commit to improving OHS through:

- Active participation in the early reporting of hazards to reduce safety related incidences
- Participation in scheduled unit training
- Following OHS policies and procedures.

13. Service Efficiency

The parties agree to review service delivery and consider efficiencies that could be gained through the use of technology. The parties agree to consult on any significant changes to work practices as a result of technological improvements.

Home Support – Pay Rates**Year 1**

Year 1	2.25% or \$28 Effective 1 July 2018			
Classification	Weekly	Fortnightly	Hourly (35 Hrs)	Total Annual
General Home Support				
GHC	\$1,155.72	\$2,311.44	\$33.02	\$60,097.43
Personal Care and Respite Support				
PC	\$1,194.99	\$2,389.99	\$34.14	\$62,139.74
High Level Care				
HL1	\$1,219.11	\$2,438.22	\$34.83	\$63,393.71
HL2	\$1,245.33	\$2,490.66	\$35.58	\$64,757.09
HL3	\$1,265.67	\$2,531.34	\$36.16	\$65,814.84
Home Maintenance Worker incs. Industry Allowance				
1.0	\$1,219.11	\$2,438.22	\$34.83	\$63,393.71
2.0	\$1,245.33	\$2,490.66	\$35.58	\$64,757.09
3.0	\$1,265.67	\$2,531.34	\$36.16	\$65,814.84
4.0	\$1,289.47	\$2,578.94	\$36.84	\$67,052.33

Peer Training Supplement - \$1.896 per hour

Year 2

Year 2	2% or \$26 Effective 1 July 2019			
Classification	Weekly	Fortnightly	Hourly (35 Hrs)	Total Annual
General Home Support				
GHC	\$1,181.72	\$2,363.44	\$33.76	\$61,449.43
Personal Care and Respite Support				
PC	\$1,220.99	\$2,441.99	\$34.89	\$63,491.74
High Level Care				
HL1	\$1,245.11	\$2,490.22	\$35.57	\$64,745.71
HL2	\$1,271.33	\$2,542.66	\$36.32	\$66,109.09
HL3	\$1,291.67	\$2,583.34	\$36.90	\$67,166.84
Home Maintenance Worker incs. Industry Allowance				
1.0	\$1,245.11	\$2,490.22	\$35.57	\$64,745.71
2.0	\$1,271.33	\$2,542.66	\$36.32	\$66,109.09
3.0	\$1,291.67	\$2,583.34	\$36.90	\$67,166.84
4.0	\$1,315.47	\$2,630.94	\$37.58	\$68,404.33

Peer Training Supplement - \$1.934 per hour

Year 3

Year 3	2% or \$26 Effective 1 July 2020			
Classification	Weekly	Fortnightly	Hourly (35 Hrs)	Total Annual
General Home Support				
GHC	\$1,207.72	\$2,415.44	\$34.51	\$62,801.43
Personal Care and Respite Support				
PC	\$1,246.99	\$2,493.99	\$35.63	\$64,843.74
High Level Care				
HL1	\$1,271.11	\$2,542.22	\$36.32	\$66,097.71
HL2	\$1,297.33	\$2,594.66	\$37.07	\$67,461.09
HL3	\$1,317.67	\$2,635.34	\$37.65	\$68,518.84
Home Maintenance Worker incs. Industry Allowance				
1.0	\$1,271.11	\$2,542.22	\$36.32	\$66,097.71
2.0	\$1,297.33	\$2,594.66	\$37.07	\$67,461.09
3.0	\$1,317.67	\$2,635.34	\$37.65	\$68,518.84
4.0	\$1,341.78	\$2,683.55	\$38.34	\$69,772.42

Peer Training Supplement - \$1.97

11.3 Maternal and Child Health LAWA

1. LAWA Coverage

This LAWA covers:

All nursing and health staff employed in the Moreland City Council Maternal and Child Health and Immunisation Unit.

2 Definitions

2.1 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.

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

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

2.3 Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child Health Services, and may include coordinating an Immunisation Service within the council/shire. Such an employee shall be paid an additional 7% of the universal hourly salary for a Maternal and Child Health Nurse.

3. Hours of Work

3.1 Maternal & Child Health Nurses

For full time, part time and casual MCH nurses, ordinary hours of duty will be based on a 38 hour week.

Spread of Hours	Rest Breaks
8.00am – 8.00pm* (<i>Mon – Fri</i>) 8.30am – 12.30 pm (<i>Sat</i>) <i>* time worked between 7.30pm-8pm Monday to Friday will be paid at penalty rates (time and a half)</i>	30 minutes minimum (<i>unpaid</i>)

If a Saturday session is mutually agreed between management and employee/s, at nominated Maternal & Child Health Centres within the municipality, it will be paid on the following basis: If worked as part of ordinary hours, payment will be on the basis of time and a half for any hours worked. If the hours are in excess of the ordinary weekly hours at the commencement of the Saturday session the rate shall be time and a half for the first 2 hours and double time thereafter.

3.2 Immunisation Nurses

The ordinary hours of duty will be based on a 38 hour week. Staff shall work rostered hours as necessary to undertake the planned immunisation sessions.

Spread of Hours	Rest Breaks
7.30am – 9.30pm (<i>Mon – Fri</i>)	30 minutes minimum (<i>unpaid</i>)

Casual or part time immunisation nurses shall be paid a minimum of three (3) hours per session.

3.3 Rostered Days Off

All full time employees working a 35 or 38 hour week are eligible for a 9 day fortnight. The scheduling of RDOs shall be agreed with the Unit Manager and work around service requirements.

3.4 Nurses Employed on 35 Hour Working Week

Nurses currently employed on 35 hour working week provisions (pre EBA 2006) will retain these provisions while they remain in their current positions, unless they have elected the 38 hour week arrangements.

4 Maternal and Child Health Nurse Workload Management

4.1 The parties are committed to providing a quality Maternal & Child Health service to the residents and clients of Moreland through manageable workloads. The tool for assessing workloads shall be the Banyule formula to establish the *card count measurement* level.

4.2 The employer will consult with employees and/or their union delegates or union officials, to ensure that Maternal & Child Health Nurse workload levels enable the delivery of quality Maternal & Child Health services.

4.3 The Coordinator or delegate will undertake an audit of nursing workloads using the Banyule Formula at 120 every 3 months and the results communicated to all staff.

Additional EFT required under the Banyule formula will be provided to enable a reduction in card count to 120. Additional sessions required under the Banyule formula at 120 will be used to provide flexible M&CH service that includes parenting support group work, drop in clinics and centre work.

A Review will be conducted in September each year to review permanent staffing levels. Where Council has been unable to regularly cover at least 6 sessions by permanent staff, Council will engage adequate short term contract or permanent staff to cover the required Banyule Sessions.

5. Casual Staff/Relief Staff

The parties are committed to providing appropriate relief and cover at 100% where possible, resources permitting, for Maternal & Child Health nurses for all periods of leave, including sick leave, Annual Leave (including periods either side of the Annual Leave), time off in lieu, or where a nurse is mentoring a student nurse.

Temporary, short term absences of Unit Management shall not be covered (e.g. RDOs, personal leave). Council shall endeavour to cover all periods of planned leave.

Management staff will arrange replacement staff for planned leave. Where planned leave changes, nurses will be required to arrange their own backfill.

Wherever practicable, a casual/relieving MCH Nurse appointed to cover periods of approved leave or assist with work loads shall be located at one MCH Centre. By mutual agreement the casual/relieving MCH Nurse

may be relocated to other Centres provided that reasonable notice is provided and time for travel with meal breaks inclusive are paid in accordance with this Agreement.

6. Overtime

6.1 Overtime is time worked in excess of the ordinary hours as set out below or outside of the spread of hours as set out in clause 3.1.

6.1.1 Staff Working a 35 Hour Week

The maximum ordinary hours that can be worked in any one day is 8 hours.

6.1.2 Staff Working a 38 Hour Week

The maximum ordinary hours that can be worked in any one day is 8 hours exclusive of time worked to accrue an RDO.

6.1.3 Staff working on Saturdays

Pay rates for work on Saturdays shall be in accordance with Part C.

6.2 Immunisation Nurses

6.2.1 Availability

Immunisation Nurses must be available to work as per a roster on any day of the week (Monday to Friday) including attending evening immunisation sessions.

6.2.2 Compensation for Overtime

Staff will be compensated for overtime worked in accordance with the provisions of Part A, clause 3.6. Staff may accumulate up to five days Time In Lieu to be taken within 12 weeks.

6.3 Approvals

Overtime will not be worked without prior approval of the manager. In circumstances where clients are at risk or there is an emergency situation the MCH nurse will notify management of the need to work overtime as soon as practicable.

7. Classifications / Pay Rates

7.1 Maternal & Child Health Nurses

The classifications and rate of pay for current Maternal and Child Health Nurses is in accordance with the classification and wages table.

7.2 Immunisation Nurses

7.2.1 Classifications and rates of pay and the 'in charge' loading (for the nominated nurse) will be paid as per the classification & wages table.

- 7.2.2** Where an immunisation session is being conducted without a registered Medical Practitioner being present, one of the Immunisation Nurses will be nominated as being 'in charge' for that session.
- 7.2.3** The 'in charge rate' loading will be increased in line with general EA increases on an annual basis.

7.3 Qualifications Allowance

Qualifications allowance will be paid to eligible Nurses in accordance with Part C. The qualifications allowance will be adjusted in line with changes to part C.

8. Flexible Working Arrangements

8.1 Purchase Leave

Purchase leave arrangements will be reviewed on an annual basis to ensure equity for all nurses. Access to Purchase Leave is available in accordance with Part A of this agreement.

8.2 Review of Rostered Days Off (RDOs)

Rostered days off will be reviewed on an annual basis to ensure equity for all nurses. Applications for preferred RDOs must be received by the MCH Unit Manager by 1st December each year for the year ahead.

9. Use of Private and Council Vehicles

- 9.1** Council will take out additional insurance for MCH and Immunisation nurses who utilise their private vehicles while on Council business. This insurance will cover full payment of the "excess" in case of motor vehicle accident while on Council business and the first year's loss of "no claim bonus". The policy does not distinguish who is at fault in the accident.
- 9.2** Relevant documentation from MCH & Immunisation nurses is required to ensure that the private vehicle is comprehensively insured at all times. MCH nurses are required to claim through their normal insurance provider to initiate the additional insurance coverage provided by Council.
- 9.3** Where practicable, Council will provide a vehicle for business use should the MCH or Immunisation Nurse be unable to utilise a private vehicle following an accident which resulted while on Council business. In the event that a vehicle is not available, Council will provide assistance with commuter arrangements where necessary.
- 9.4** Where the pool immunisation vehicle is not in use, it may be booked by the Enhanced Maternal and Child Health Service. Where possible, priority of bookings shall be given to Enhanced Maternal and Child Health Service.

10. Travel Allowance

- 10.1** Where an employee is required by an employer to travel on behalf of the employer, that employee will be reimbursed the expenses incurred when using his/her own vehicle in accordance with the relevant provisions of Part B.
- 10.2** Where an employee is required to travel between two or more service points in any one day he/she will be reimbursed for travel expenses incurred for travel between the first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.

10.3 Where an employee is instructed to commence work and/or to cease work at a place which is not their usual starting point outside of the municipality, and the employee incurs additional costs, the employee will be reimbursed the difference for the excess travel costs incurred between their usual starting point and the alternative starting point.

11. Safety

The parties are committed to ensuring the safest possible environment for nurses. As such, the parties agree that:

11.1 All permanent MCH Nurses shall be provided with a mobile telephone. Phones with duress capability will be provided in MCH Centres. Casual MCH nurses will be reimbursed for work related phone calls.

11.2 Late evening sessions extending beyond 8.00 pm will only be held if there are 2 staff available.

11.3 Elected Health and Safety Representatives will be provided with 100% backfill wherever possible, resources permitting, to attend specified Council arranged Health and Safety meetings.

12. Maternal & Child Health Nurse Unit Management

To the maximum extent possible, the management staff of the unit shall be qualified as a maternal and child health nurse. The nursing unit management shall be engaged as Senior Officers or Senior Executive Officers in accordance with Part A.

13 Professional Development

13.1 Professional Development Seminars

Nurses may apply to attend professional development conferences or seminars that are consistent with Council and Service policy, goals and objectives during working hours without loss of pay, resources permitting.

Where an agreed conference or seminar occurs outside normal working hours, staff will be entitled to equivalent time off in lieu (TIL) at ordinary rates. TIL shall be taken at a mutually agreed time between the nurse and the M&CH Coordinator.

Paid leave shall be provided for full time and part time staff to attend the DET conferences following approval from Coordinator or Unit Manager.

13.2 Clinical debriefing/supervision

The Maternal & Child Health Nurses shall have the opportunity for clinical debriefing/supervision. This will be provided one hour every 2 months, by an employed facilitator.

These sessions are provided to ensure nurses have the opportunity to debrief with an independent facilitator. Such sessions are viewed as Professional Development opportunities and shall not be used for performance management purposes.

13.3 New Graduate Support

Tailored support will be provided to new MCH graduates for a period of 12 months, which may include professional development, graduate specific education, regular support and mentoring

13.4 MCH Student Scholarship

Each year Moreland City Council shall offer a scholarship to the amount of \$3,500 for a student MCH nurse. Council will consider whether this amount should be increased on an annual basis. If a scholarship is not awarded, consideration will be given to utilise these funds for professional development for the MCH team.

Maternal Health Nurses Rates & Immunisation Nurses Rates of Pay Table

Rates of Pay & Classifications Table	2.25% 1 July 2018	2% 1 July 2019	2% 1 July 2020
Maternal And Child Health Nurses	Hourly	Hourly	Hourly
Universal Maternal and Child Health Nurses - Full Time and Part Time (35 & 38 Hour week basis) Casual nurses (38 week basis) are paid additional 25% loading	\$59.951	\$61.150	\$62.373
Enhanced Maternal and Child Health Nurses - Full Time and Part Time (35 & 38 Hour week basis) Casual nurses (38 week basis) are paid additional 25% loading	\$61.450	\$62.679	\$63.933
Maternal and Child Health Nurse Coordinator - Full Time and Part Time (35 & 38 Hour week basis) Casual nurses (38 week basis) are paid additional 25% loading	\$64.148	\$65.431	\$66.739
Immunisation Nurses			
Immunisation Nurses - Full Time, Part Time and Casual (38 Hour week basis) (Casual nurses are paid additional 25% loading)	\$49.785	\$50.780	\$51.796
Nurse in Charge Loading (Paid in accordance with Part C)	\$7.831	\$7.988	\$8.148
Family Support Worker Band 5	paid in accordance with Banded Employees Salary Table (Band 5)		

Maternal Health Nurses - Qualification Allowances

	2.25% 1 July 2018	2% 1 July 2019	2% 1 July 2020
MCH 76	Hourly	Hourly	Hourly
Cert (4%)	\$1.0921	\$1.1140	\$1.1363
Grad Dip (6.5%)	\$1.7869	\$1.8227	\$1.8591
Masters (7.5%)	\$2.0565	\$2.0976	\$2.1395
MCH 70			
Cert (4%)	\$1.1913	\$1.2151	\$1.2394
Grad Dip (6.5%)	\$1.9430	\$1.9818	\$2.0214
Masters (7.5%)	\$2.2408	\$2.2856	\$2.3313
Immunisation Qual (76 only)			
Cert (4%)	\$1.1913	\$1.2151	\$1.2394

Section 12 Wage/Salary Table - Banded Employees

Year 1

Year 1	2.25% or \$28 Effective 1 July 2018				
	Band	Weekly	Fortnightly	Hourly (35 Hours)	Hourly (38 Hours)
1A	\$1,109.73	\$2,219.46	\$31.71		\$57,705.96
1B	\$1,120.18	\$2,240.36	\$32.01		\$58,249.36
1C	\$1,130.47	\$2,260.94	\$32.30		\$58,784.44
1D	\$1,140.83	\$2,281.66	\$32.60		\$59,323.16
2A	\$1,155.72	\$2,311.44	\$33.02		\$60,097.44
2B	\$1,168.25	\$2,336.50	\$33.38		\$60,749.00
2C	\$1,182.19	\$2,364.38	\$33.78		\$61,473.88
3A	\$1,194.99	\$2,389.98	\$34.14		\$62,139.48
3B	\$1,219.11	\$2,438.22	\$34.83		\$63,393.72
3C	\$1,245.33	\$2,490.66	\$35.58		\$64,757.16
3D	\$1,265.67	\$2,531.34	\$36.16		\$65,814.84
4A	\$1,276.75	\$2,553.51	\$36.48		\$66,391.25
4B	\$1,301.50	\$2,603.00	\$37.19		\$67,677.97
4C	\$1,333.17	\$2,666.33	\$38.09		\$69,324.64
4D	\$1,356.24	\$2,712.49	\$38.75		\$70,524.69
5A	\$1,391.51	\$2,783.02	\$39.76		\$72,358.52
5B	\$1,450.69	\$2,901.38	\$41.45		\$75,436.00
5C	\$1,515.56	\$3,031.12	\$43.30		\$78,809.11
5D	\$1,579.26	\$3,158.52	\$45.12		\$82,121.60
6A	\$1,656.01	\$3,312.02	\$47.31	\$43.58	\$86,112.54
6B	\$1,730.42	\$3,460.84	\$49.44	\$45.54	\$89,981.72
6C	\$1,805.09	\$3,610.18	\$51.57	\$47.50	\$93,864.72
7A	\$1,859.61	\$3,719.22	\$53.13	\$48.94	\$96,699.75
7B	\$1,931.79	\$3,863.58	\$55.19	\$50.84	\$100,453.02
7C	\$2,006.20	\$4,012.39	\$57.32	\$52.79	\$104,322.20
7D	\$2,080.87	\$4,161.74	\$59.45	\$54.76	\$108,205.20
8A	\$2,162.74	\$4,325.48	\$61.79	\$56.91	\$112,462.53
8B	\$2,244.64	\$4,489.29	\$64.13	\$59.07	\$116,721.44
8C	\$2,331.60	\$4,663.19	\$66.62	\$61.36	\$121,243.02
8D	\$2,423.56	\$4,847.12	\$69.24	\$63.78	\$126,025.13

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Year 2

Year 2	2% or \$26 Effective 1 July 2019				
	Band	Weekly	Fortnightly	Hourly (35 Hours)	Hourly (38 Hours)
1A	\$1,135.73	\$2,271.46	\$32.45		\$59,057.96
1B	\$1,146.18	\$2,292.36	\$32.75		\$59,601.36
1C	\$1,156.47	\$2,312.94	\$33.04		\$60,136.44
1D	\$1,166.83	\$2,333.66	\$33.34		\$60,675.16
2A	\$1,181.72	\$2,363.44	\$33.76		\$61,449.44
2B	\$1,194.25	\$2,388.50	\$34.12		\$62,101.00
2C	\$1,208.19	\$2,416.38	\$34.52		\$62,825.88
3A	\$1,220.99	\$2,441.98	\$34.89		\$63,491.48
3B	\$1,245.11	\$2,490.22	\$35.57		\$64,745.72
3C	\$1,271.33	\$2,542.66	\$36.32		\$66,109.16
3D	\$1,291.67	\$2,583.34	\$36.90		\$67,166.84
4A	\$1,302.75	\$2,605.51	\$37.22		\$67,743.25
4B	\$1,327.53	\$2,655.06	\$37.93		\$69,031.53
4C	\$1,359.83	\$2,719.66	\$38.85		\$70,711.13
4D	\$1,383.37	\$2,766.74	\$39.52		\$71,935.18
5A	\$1,419.34	\$2,838.68	\$40.55		\$73,805.69
5B	\$1,479.71	\$2,959.41	\$42.28		\$76,944.72
5C	\$1,545.87	\$3,091.74	\$44.17		\$80,385.29
5D	\$1,610.85	\$3,221.69	\$46.02		\$83,764.03
6A	\$1,689.13	\$3,378.26	\$48.26	\$44.45	\$87,834.79
6B	\$1,765.03	\$3,530.05	\$50.43	\$46.45	\$91,781.35
6C	\$1,841.19	\$3,682.39	\$52.61	\$48.45	\$95,742.02
7A	\$1,896.80	\$3,793.61	\$54.19	\$49.92	\$98,633.74
7B	\$1,970.42	\$3,940.85	\$56.30	\$51.85	\$102,462.08
7C	\$2,046.32	\$4,092.64	\$58.47	\$53.85	\$106,408.64
7D	\$2,122.49	\$4,244.97	\$60.64	\$55.85	\$110,369.31
8A	\$2,206.00	\$4,411.99	\$63.03	\$58.05	\$114,711.78
8B	\$2,289.54	\$4,579.07	\$65.42	\$60.25	\$119,055.87
8C	\$2,378.23	\$4,756.46	\$67.95	\$62.58	\$123,667.88
8D	\$2,472.03	\$4,944.06	\$70.63	\$65.05	\$128,545.63

Moreland City Council EA 2018

Year 3

Year 3	2% or \$26 Effective 1 July 2020				Total Annual
	Weekly	Fortnightly	Hourly (35 Hours)	Hourly (38 Hours)	
1A	\$1,161.73	\$2,323.46	\$33.19		\$60,409.96
1B	\$1,172.18	\$2,344.36	\$33.49		\$60,953.36
1C	\$1,182.47	\$2,364.94	\$33.78		\$61,488.44
1D	\$1,192.83	\$2,385.66	\$34.08		\$62,027.16
2A	\$1,207.72	\$2,415.44	\$34.51		\$62,801.44
2B	\$1,220.25	\$2,440.50	\$34.86		\$63,453.00
2C	\$1,234.19	\$2,468.38	\$35.26		\$64,177.88
3A	\$1,246.99	\$2,493.98	\$35.63		\$64,843.48
3B	\$1,271.11	\$2,542.22	\$36.32		\$66,097.72
3C	\$1,297.33	\$2,594.66	\$37.07		\$67,461.16
3D	\$1,317.67	\$2,635.34	\$37.65		\$68,518.84
4A	\$1,328.81	\$2,657.62	\$37.97		\$69,098.12
4B	\$1,354.08	\$2,708.16	\$38.69		\$70,412.16
4C	\$1,387.03	\$2,774.05	\$39.63		\$72,125.36
4D	\$1,411.04	\$2,822.07	\$40.32		\$73,373.89
5A	\$1,447.73	\$2,895.45	\$41.36		\$75,281.81
5B	\$1,509.30	\$3,018.60	\$43.12		\$78,483.62
5C	\$1,576.79	\$3,153.58	\$45.05		\$81,992.99
5D	\$1,643.06	\$3,286.13	\$46.94		\$85,439.31
6A	\$1,722.91	\$3,445.83	\$49.23	\$45.34	\$89,591.48
6B	\$1,800.33	\$3,600.65	\$51.44	\$47.38	\$93,616.98
6C	\$1,878.02	\$3,756.03	\$53.66	\$49.42	\$97,656.86
7A	\$1,934.74	\$3,869.48	\$55.28	\$50.91	\$100,606.42
7B	\$2,009.83	\$4,019.67	\$57.42	\$52.89	\$104,511.32
7C	\$2,087.25	\$4,174.49	\$59.64	\$54.93	\$108,536.82
7D	\$2,164.94	\$4,329.87	\$61.86	\$56.97	\$112,576.69
8A	\$2,250.12	\$4,500.23	\$64.29	\$59.21	\$117,006.01
8B	\$2,335.33	\$4,670.65	\$66.72	\$61.46	\$121,436.99
8C	\$2,425.79	\$4,851.59	\$69.31	\$63.84	\$126,141.24
8D	\$2,521.47	\$5,042.94	\$72.04	\$66.35	\$131,116.54

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PART B – The Victorian Local Authorities Award 2001

[Note: the terms and conditions of employment in this Part are derived from the above award and are modified only to the extent necessary to remove prohibited content or to ensure consistency with other Parts of the Agreement and to provide clarity. The Award is not called up by or incorporated by this part of the Agreement, rather all relevant terms and conditions of the award are included in this Part and operate as specified by this Part.]

ARRANGEMENT

PART 1 - APPLICATION AND OPERATION OF PART B

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

Part 2 - Agreement flexibility

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

Part 3 - Communication, consultation and dispute resolution

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

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

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

21. Annual review

Part 5 - Wages and related matters

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

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

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

Part 7 - Leave of absence and public holidays

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

Part 8 - Training and related matters

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

Appendices

- Appendix A - Classification definitions

6. EXCLUSIONS TO COVERAGE

6.1 Part B of this Agreement does not apply to:

- Persons employed in the classification of Chief Executive Officer.

6.2 This Part does not apply to persons employed in classifications specified in the following awards of the Australian Industrial Relations Commission viz:

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

7. DEFINITIONS (GENERAL)

7.1 **Act** means the *Workplace Relations Act 1996*.

7.2 **Commission** means the Australian Industrial Relations Commission.

7.3 Deleted

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

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

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

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

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

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

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

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

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

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this agreement to achieve the principal object in s.3(m) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

10.3 Nothing in this clause is taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

10.3.2 junior rates of pay;

10.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

10.3.4 the exemptions in s.659(3) and (4) of the Act.

11. WORKSITE FLEXIBILITY/STARTING POINT

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

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

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

- the relocation is within the boundaries of the municipality/authority; and

- the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

11.3 Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedure in Part A of this agreement.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

12. CONSULTATION AND DISPUTE RESOLUTION PROCEDURES

12.1 Consultative mechanism and procedures

12.1.1 At each enterprise covered by this agreement, the employer and employees, may establish mechanisms and procedures which enable them to communicate and consult about matters arising out of this agreement, which they agree would assist in achieving and maintaining cooperative workplace relations and mutually beneficial work practices.

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

14. MULTI-SKILLING

14.1 A respondent may direct an employee to carry out such duties as are within the limits of the employee's skill.

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

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

15. TYPES OF EMPLOYMENT

15.1 General

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

- full-time employees; or
- permanent part-time employees; or
- casual employees; or
- temporary employees.

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

15.2 Casual employment

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

- 15.2.1(a)** A casual employee for the purpose of this subclause will mean an employee who is engaged in relieving work or work of a casual nature and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee under clause 33 - Ordinary time hours of work and 15.1 and 15.3 of this clause.
- 15.2.1(b)** A casual employee will be paid 125% of the hourly rate which a full-time employee would receive.
- 15.2.1(c)** A casual employee will not be entitled to any pro rata Annual Leave, sick leave or public holidays.

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

- 15.2.2(a)** A casual employee for the purpose of this clause will mean an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee.
- 15.2.2(b)** A casual employee will be paid 125% of the hourly rate which a full-time employee would receive if that employee was performing the duties at the time. A casual employee will not be entitled to any pro rata Annual Leave, sick leave or public holidays.
- 15.2.2(c)** Notwithstanding anything to the contrary appearing elsewhere in this agreement, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.

15.2.3 Child Care Workers

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

15.2.4 Caring responsibilities

- 15.2.4(a)** Subject to the evidentiary and notice requirements in 37.5.3 and 37.5.5, casual employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death in Australia of an immediate family or household member.

- 15.2.4(b)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 15.2.4(c)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15.2A Casual Employment

- 15.2A(a)(i)** A casual employee, other than an irregular casual employee as defined in clause 15.2A(f), who has been engaged by a particular employer for a sequence of periods of employment under this Part during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

Provided that, by agreement between the employer and the casual employee concerned, the employer may apply sub-clause 15.2A(a)(i) as if the reference to six months is a reference to twelve months. Any such agreement shall be confirmed in writing, signed by the employee and recorded in the time and wages records.

- 15.2A(a)(ii)** Every employer of such an employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months.

The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.

- 15.2A(a)(iii)** Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her ongoing contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.

- 15.2A(a)(iv)** Any casual employee who has a right to elect under clause 15.2A(a)(i), upon receiving notice under clause 15.2A(a)(ii) or after the expiry of the time for giving

such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

15.2A(a)(v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

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

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

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

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

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

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

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

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

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

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

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

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

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

15.3 Part-time employment

15.3.1

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

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

- 15.3.1(c)** With the exception of school crossing supervisors, part-time employees will be engaged for a minimum of one hour on each start.
- 15.3.1(d)** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- 15.3.1(e)** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.
- 15.3.1(f)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 15.3.1(g)** A part-time employee shall be entitled to pro rata Annual Leave, sick leave and Long Service Leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- 15.3.1(h)** In accordance with clause 42 - Public holidays a part-time employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.
- 15.3.1(i)** Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.
- 15.3.1(j)** Where the employment of a part-time employee changes to full-time or vice versa, such employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.
- 15.3.1(k)**
- 15.3.1(l)**

15.3.2 Child Care Workers

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

15.4 Temporary employment

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

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

15.5 Other types of employment

In addition to the above employees may be engaged as specified below to perform particular task or tasks.

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

15.5.1(a) Functions engagement

15.5.1(a)(i) A **person employed on functions engagement**, for the purpose of this subclause, will mean any person engaged outside the normal hours of duty, as laid down in clause 33 - Ordinary time hours of work of this Part, and in the capacity of:

- Parking attendant, cloak room attendant and attendant at Official functions.

15.5.1(a)(ii) Such persons employed on functions engagement will be paid \$12.97 per hour with a minimum payment of four hours straight per session, Monday to Saturday inclusive. Provided that any person required to work on a Sunday within the terms of this subclause will be paid \$25.94 per hour with a minimum payment of three hours straight.

15.5.1(b) Residential engagement

Where an employee is required to live in at an establishment other than his/her permanent home for the purposes of being on stand-by, such employee will be paid for the actual time so worked during that period with a minimum payment as for fifteen minutes at his/her appropriate rate and the appropriate stand by allowance prescribed by 34.7.3(a) this Part.

15.5.2 Employees other than Physical/Community Services Employees Bands 3 To 8

15.5.2(a) Regulatory engagement

A person who voluntarily accepts employment in a part-time capacity with an employer for the purposes of enforcing council regulations in respect of municipal parks, gardens and recreation areas and who performs such duties outside the ordinary hours of duty prescribed in this Part, and on Saturdays, Sundays or public holidays will be paid for all time worked at a rate per hour calculated upon Band 3, plus a loading of 25%.

16. STAFF DEVELOPMENT SCHEME

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

- all employees to have access to a current position description;
- the development of individual plans as required;
- annual review of plans;
- an internal appeal mechanism which, at the employee's request, will involve the participation of an employee union delegate. .

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

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

17. REDUNDANCY

17.1 Definitions

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

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

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

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

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

overtime;

penalty rates;
disability allowances;
shift allowances;
special rates;
fares and travelling time allowances;
bonuses; and
any other ancillary payments of a like nature.

17.2 Transfer to lower paid duties

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

17.3 Severance pay

17.3.1 Severance pay

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

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

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

17.3.2 Severance pay - employees of a small employer

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

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

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

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

17.4 Employee leaving during notice period

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

17.5 Alternative employment

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

17.6 Job search entitlement

17.6.1 During the period of notice of termination given by the employer in accordance with clause 18.1 of this Part, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

17.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

17.6.3 The job search entitlements under this clause apply in lieu of the provisions of clause 18.3 of this Part.

17.7 Transmission of business

17.7.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this clause called the **transmittor**) to another employer (in this clause called the **transmittee**), in any of the following circumstances:

17.7.1(a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

17.7.1(b) where the employee rejects an offer of employment with the transmittee:

17.7.1(b)(1) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

17.7.1(b)(2) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

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

17.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;

- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

17.9 Incapacity to pay

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

17A. REDUNDANCY DISPUTES PROCEDURE

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

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

17A.2.1 the reasons for any proposed redundancy;

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

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

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

18. NOTICE OF TERMINATION

18.1 Notice of termination by employer

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

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

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

18.1.3 Payment in lieu of the prescribed notice in clauses 18.1.1 and 18.1.2 hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

18.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

18.1.4(a) the employee's ordinary hours of work (even if not standard hours); and

18.1.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

18.1.4(c) any other amounts payable under the employee's contract of employment.

18.1.5 The period of notice in this clause does not apply:

18.1.5(a) in the case of dismissal for serious misconduct;

18.1.5(b) to apprentices;

18.1.5(c) to employees engaged for a specific period of time or for a specific task or tasks;

18.1.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

18.1.5(e) to casual employees.

18.1.6 Continuous service is defined in clause 41 of this Part.

18.2 Notice of termination by an employee

18.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

- 18.2.2** If an employee fails to give the notice specified in clause 18.1.1 hereof, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 18.1.4 hereof.

18.3 Job search entitlement

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

18.4 Transmission of business

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

19. TERMS OF EMPLOYMENT

19.1 Employees bands 1 to 8

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

19.2 Abandonment of employment (all employees)

19.2.1 An employee who has been absent for a period of ten working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her employment without notice. Provided that the employer will make a reasonable effort to contact the employee before the contract is terminated under this subclause.

19.2.2 Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.

19.3 Child care workers

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

19.4 Incidental and peripheral duties

19.4.1 An employee may be required to perform duties that are incidental or peripheral to her/his major task or tasks.

19.4.2 An employee not attending for duty will, except as provided by the public holidays, Annual Leave, and personal/carers leave clauses of this part of this Part lose payment for the actual time of non-attendance.

20. POSITION DESCRIPTION

20.1 Each employer will provide to each employee a position description which will clearly identify as a minimum:

- the accountability and extent of authority of the position;
- the level of judgement and decision making skills required;
- specialist skills and knowledge required to undertake the duties of the position;
- managerial skills;
- interpersonal skills;
- qualifications and experience required for the position.

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

21. ANNUAL REVIEW

21.1 Employees bands 1 to 8 only

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

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

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

- a review of the level within a Band or classification level; and
- the Band or classification level having regard to the classification definitions contained in Appendix A - Classification definitions of this Part;
- reference to the relevant dispute settling procedures if necessary [see Part A of the Agreement];
- access by the employee concerned to any formal review documentation upon request.

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

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

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

21.1.3(c) satisfactory service over the preceding twelve months.

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

0-4.5 tonnes GCM *	=	1D
over 4.5-13.9 tonnes GCM *	=	2A
over 13.9-22.4 tonnes GCM *	=	3A
above 22.4 tonnes GCM *	=	3B

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

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

21.2 Child care workers only

21.2.1 Progression

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

21.2.1(a) competency at the existing level;

21.2.1(b) twelve months experience at that level and in-service training as required;

21.2.1(c) demonstrated ability to acquire the skills which are necessary for advancement to the next pay point level.

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

the employee is notified in writing as to the reasons for the deferral;

the employee has, in the twelve months leading to the appraisal, been provided with in-service training required to attain a higher competency level;

following any deferral, the employee is provided with the necessary training in order to advance to the next level.

21.2.3 Where an appraisal has been deferred for operational reasons beyond the control of either party, and the appraisal subsequently deems the employee to have met the requirements under 21.2.1 above, any increase in wage rates will be back paid to the twelve month anniversary date of the previous incremental progression.

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

an employee has achieved competency at his/her existing level;

▪

has demonstrated an ability to acquire the skills necessary to progress to the next pay point prior to the completion of twelve months at his/her existing level.

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

PART 5 - WAGES AND RELATED MATTERS

22. CLASSIFICATION AND MINIMUM RATES OF PAY

22.1 Employees bands 1 to 8

22.1.1 The following minimum weekly rates of pay will be paid to employees as set out in 22.2 below.

22.1.2 Each employer will grade its employees in accordance with the classification definitions and gradings contained in Appendix A - Classification definitions of this Part.

22.1.3 The employee will have the right to request a Classification Committee review his/her classification if it is considered to be incorrect.

22.1.3(a) Such committee will consider all relevant facts and may make a recommendation to the respondent employer.

22.1.3(b) A local Classification Committee may consider the matter and will consist of an equal number of employer representatives and employees.

22.1.3(c) Where no agreement can be reached, the dispute settling clause of Part A of this agreement will be utilised.

22.1.3(d) The whole of this subclause will not apply to those employees classified as Senior Executive Officers as provided in 22.6.

22.2 Table - rates of pay

Band	Level A	Level B	Level C	Level D
	p/week	p/week	p/week	p/week
	\$	\$	\$	\$
1	538.08	547.20	556.32	565.44
2	578.74	590.14	602.68	
3	615.98	636.50	656.64	669.18
4	676.40	690.84	707.94	715.54
5	728.46	759.24	791.16	818.90
6	849.68	880.46	911.24	
7	933.66	963.30	994.08	1024.86
8	1058.68	1092.50	1128.60	1166.22

The minimum salary for an SEO shall be \$64,188* See 22.6

(THESE RATES HAVE BEEN UPDATED FOR THE 2007 AFPC AND AIRC INCREASE)

- 22.2.1** Deleted.
- 22.2.2** The entry point to the structure for employees other than Physical/Community Services Employees will be Band 2 Level C.
- 22.2.3** Subject to meeting the classification definitions, the minimum classification for a position requiring a professional engineering qualification recognised by the Institute of Engineers Australia must be no less than Band 5 Level A.
- 22.2.4** Subject to meeting the classification definitions, the minimum classification for a position requiring the exercise of duties by an **Experienced Engineer** must be no less than Band 6 Level A.
- 22.2.5** **Experienced Engineer** means a professional engineer with the undermentioned qualifications in any particular employment the adequate discharge of any portion of the duties of which employment requires qualifications of the employee as (or at least equal to those of) a member of the Institute of Engineers, Australia.
- 22.2.6** The aforesaid qualifications are as follows:
- that he/she is a member of the said Institute or;
- that he/she having graduated in a four year or a five year course at a University recognised by the said Institute, has had four years experience in professional engineering duties since becoming a qualified engineer, or;
- that he/she, not having so graduated, has had five years of such experience.
- 22.2.7** The entry point for trainee child care workers without qualifications will be Band 1D.
- 22.2.7(a)** Upon completion of the trainee year, a child care worker will progress to Band 2A.
- 22.2.8** The entry point for a Director of a child care centre will be no less than Band 6A.

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

- 22.3.1** A junior employee classified in accordance with the definitions of Bands 3 to 8 will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of Band 2 Level C:

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

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

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

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

22.4 Apprentices (physical/community services employees only)

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

22.4.2 Junior apprentices

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

22.4.2(b) Four year apprenticeships

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

22.4.2(c) Three year apprenticeships

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

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

22.4.3 Adult apprentices

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

22.5 Trainees

A trainee employed by a respondent to this agreement shall be engaged in accordance with the terms and conditions of employment as prescribed in the National Training Wage Award 2000 as varied [PR904174 [AW790899], provided that clauses 12 and 13 of that Award will not apply. Any dispute regarding the operation of the National Training Wage Award will be dealt with in accordance with the disputes settling clause in Part A of this agreement

22.6 Senior Executive officers

22.6.1 An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 1 to 8 in Appendix A - Classification definitions, Part A of this Part.

22.6.2 An employee at this level will be entitled to receive the minimum salary rate specified for a Senior Executive Officer in 22.2 of this Part.

22.6.2(a) This rate must not be reduced by any non-agreement benefits.

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

22.6.4 Notwithstanding the provisions of 22.6.2(a), the employer and a Senior Executive Officer may enter into a salary agreement which:

- must be in writing and signed by both parties; and
- either recorded in the time and wage records kept by the employer in accordance with Part 9A, Division I of the Workplace Relations Regulations; or
- a notation placed in the record as to where a copy of the agreement may be inspected;

and which provides for:

- an overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the agreement such as private use of an employer provided motor vehicle;
- an annual review of the agreement;
- access to the AIRC for dispute resolution in accordance with the dispute resolution procedure set out in Part A of 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.

22.6.5 The agreement under 22.6.4 may, subject to point 1 and point 4 of 22.6.4, also specify that the following agreement clauses may not apply:

Clause no	Title
22.3	Allowances and expenses
34	Overtime, time off in lieu, penalty rates and meeting attendance
24	Higher duties
11	Worksite flexibility
34.7	Callback and availability
41	Annual Leave loading
27	Instruments
31	Quarters

22.6.8 Notwithstanding clause 15, an employee appointed as a senior executive officer who is also a senior officer as defined by the Local Government Act 1989 (Victoria) may be employed under a maximum term contract as required by that Act. To avoid doubt such employees continue to be covered by the provisions of this Agreement.

22.6.9 Nothing in this clause is intended to limit the capacity to make an agreement under the provisions of the Workplace Relations Act 1996.

22.7 Option for annualised salary

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

22.7.2 In such cases, the agreement may provide that the provisions of the following agreement clauses 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;
- Instruments and quarters.

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

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

22.7.4 An agreement under this clause:

- must be in writing and signed by both parties; and
- either recorded in the time and wage records kept by the employer in accordance with Part 9A, Division I of the Workplace Relations Regulations, or a notation placed in the record as to where a copy of the agreement may be inspected; and
- provide an annual review of the agreement; and
- provide for access to the AIRC for dispute resolution in accordance with the dispute resolution procedure set out in Part A of the Agreement.

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

22.8 Child Care Workers

22.8 Payment of wages

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

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

- 22.8.2** Where an employee is absent from work other than on paid leave, such employee shall be paid for the hours worked only.
- 22.8.3** Where payment by electronic funds transfer or cheque is introduced a bank of the employee's choice must be reasonably available in case of electronic funds transfer for the collection of funds, or where payment by cheque is made encashment facilities should be reasonably available.
- 22.8.4** An employee who is able to establish genuine hardship caused by electronic funds transfer may apply for another means of payment. If the respondent and the employee is unable to agree on the genuineness of the hardship or on a suitable method of payment the matter may be dealt with under the dispute resolution procedures.
- 22.8.5** Where electronic funds transfer is introduced following the date of the coming into force of this provision the respondent shall pay each employee paid by electronic funds transfer, a nominal transaction fee at the rate of 30 cents per fortnight.

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

- 22.8.5(a)** An employee shall be paid wages due to him/her within forty-eight hours of the termination of his/her employment. Provided that in the event of dislocation of communications rendering this payment impossible, payment shall be made as soon thereafter as possible.
- 22.8.5(b)** Where an employee's services are terminated by notice, all wages and other allowances or sums due to the employee shall be paid on the date of termination of his/her services.

23. ALLOWANCES

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

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

Allowance	Clause no	Amount \$
Bookmobile and housebound disability allowance	23.1.2(a)	5.58
Meal allowance		
First meal	23.1.3; 23.1.4	15.65
Subsequent meal		9.76
Quarters charge	31.1.2	4.09
Availability allowance	34.7.2	213.86
On call allowance	34.7.1	111.24

23.1.2 Library allowances

23.1.2(a) Bookmobile and housebound disability allowance

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

23.1.2(b) Driving licence allowance

23.1.2(b)(i) An employee who is appointed to a position in which the performance of his or her duties requires him or her to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to his or her motor vehicle driving licence, will be entitled to reimbursement of any costs he or she may incur in obtaining such endorsement including reasonable instruction fees.

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

23.1.2(c) Excess travelling time and fares

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

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

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

- If the employee usually travels to work by public transport and also travels to the temporary place of work by public transport, then the difference between the fares so paid.
- If the employee usually travels to work by car and also travels to the temporary place of work by car, then the difference in

kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 23.1.5(c) of this clause for the difference.

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

23.1.3 Meal allowance

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

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

23.1.3(c) An employee who is:

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

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

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

23.1.3(d) required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four

hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.1.5 Expenses accommodation, out of pocket and vehicle

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

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

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

Vehicles	Cents per kilometre
more than 4 cylinders or 35 power mass units (pmu) and over	90.47
4 cylinders & less or less than 35 power mass units (pmu)	74.55
Motor cycles	
250cc and over	43.56
Under 250cc	32.76
Bicycle	10.81

- 23.1.5(d)** A dispute under this clause may be dealt with under the dispute settling procedure in Part A of this agreement.

23.1.6 Instrument allowance engineers

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

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

23.1.7 Physical services/community services employees bands 1 to 5

23.1.7(a) Employee-in-charge

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

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

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

- 23.1.7(a)(i)(A)** If in charge of two to six employees \$13.22 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

- 23.1.7(a)(i)(B)** If in charge of seven to fifteen employees \$22.41 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

- 23.1.7(a)(i)(C)** If in charge of over fifteen employees \$29.68 per week above the highest paid employee under his direction (excluding plant operators, motor truck drivers and tradespersons);

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

23.1.7(b) Additional to wages

- 23.1.7(b)(i)** Driver (motor), garbage service \$12.38 per week in addition to the appropriate truck drivers rate.

- 23.1.7(b)(ii)** Driver (motor), sanitary service \$18.90 per week in addition to the appropriate truck drivers rate.

- 23.1.7(b)(iii)** Employees engaged as the driver operator of a sludge/auto-eductor, mechanical-street sweeper and road-cleansing machine, or water flusher,

excavator, road or footpath roller, power grader or tractor, if required by the employer to take charge of the plant and carry out routine maintenance and running repairs, will be entitled to an additional payment of \$26.44 per week.

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

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

23.1.7(c) Industry allowance

In addition to the rates prescribed in clause 22 - Classification and minimum rates of pay of this award an employee engaged on any of the work specified therein will be paid an allowance at the rate of \$23.28 per week to compensate for any of the following disabilities of the industry, namely, being subject to:

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

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

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

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

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

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

- Guard/Gatekeeper;

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

- Caravan Park Attendant;

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

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

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

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

23.1.8 Trades allowances

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

	Per week
Tool allowance	
	\$
Mechanic	17.14
Bricklayer, carpenter	17.14
Plasterer, plumber (registered and unregistered)	17.14

Painter, signwriter 4.43

Registered plumber's allowance

Registered plumber only 25.09

Plumbing trades allowance

Registered and unregistered plumbers 18.66

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

23.1.8(c) Licence allowance

23.1.8(c)(i) A registered plumber who is required in writing by his/her employer to act on his/her plumbers licence during the course of his/her employment will be paid in addition, 84 cents per hour for every hour of his/her employment whether or not he/she has in any hour acted on his/her licence.

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

23.1.9 Special rates

23.1.9(a) Wet pay

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

23.1.9(a)(ii) If he/she is not so provided so as to protect him/her from getting wet, he/she will be paid \$4.02 extra for the day whatever amount of work may be done by him/her on that day.

23.1.9(a)(iii) A wet place will be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate a substantial portion of the clothing of the employee if unprotected, and/or when the water in the place where the employee is standing is over 5 cm deep or under such circumstances wherein his/her boots become saturated.

23.1.9(a)(iv) Rain will be deemed to be heavy when, if the employee works therein as required, a substantial portion of his/her clothes become saturated.

- 23.1.9(a)(v)** All clothing and gum boots used will be disinfected prior to transfer to another employee.
- 23.1.9(a)(vi)** All clothing supplied by the employer remains the property of the employer.
- 23.1.9(a)(vii)** An employee supplied with protective clothing will sign a receipt for items received and the respondent will be entitled to deduct from wages due the value of any such protective clothing so supplied if lost or damaged through the negligence of the employee.

23.1.10 Dead animals

23.1.10(a) An employee removing and destroying or burying any dead animal or animals specified herein will be paid an additional amount in respect of any day on which such duty was carried out.

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

Horses, cattle, pigs and animals of similar size	\$6.27
Sheep and animals of similar size	\$4.00
Dogs, cats and animals of similar size	\$1.66
Fish in quantities	\$6.27

23.1.10(c) Where more than one of the above classes of animals is dealt with on any day the amount payable will be that prescribed for the highest paid class of animal so dealt with.

23.1.11 Child care workers

23.1.11(a) Meal allowance - child care workers

23.1.11(a)(i) An employee will be supplied with an adequate meal where an employer has his own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:

23.1.11(a)(ii) Where required to work after the usual finishing hour of work beyond one hour \$15.65. Provided that where such overtime work exceeds four hours a further meal allowance of \$9.35 will be paid.

23.1.11(a)(iii) Where required to work more than five hours overtime on a Saturday or a Sunday \$15.65 and a further \$9.76 when required to work more than nine hours on such day.

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

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

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

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

23.1.11(b)(ii) Where no uniform is supplied by the employer an allowance at the rate of \$7.70 per week or \$1.53 cents per day will be paid to an employee in lieu of providing a uniform and the maintenance and cleaning of such clothing.

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

23.1.12 Handling infected materials

23.1.12(a) If an employee is called upon to handle, carry or destroy beds, bedding, clothing or other personal effects that have been used by persons suffering from typhoid, tuberculosis or any other infectious disease, or to fumigate contaminated premises, he/she will be paid \$8.17 per day for each part of the day whilst so employed in addition to the amount otherwise payable for his/her ordinary work.

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

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

23.1.13 Hot places

An employee working for more than one hour in the shade in places where the temperature is raised by artificial means between 45 and 54 degrees Celsius will be paid 45 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius he/she will be paid 53 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees will also be entitled to twenty minutes rest after each two hours' work without deduction of pay. The temperature will be decided by measurement by the employee in charge after consultation with the employees who claim the extra rate.

23.1.14 Seasonal allowance watering

Where a greenkeeper, groundsperson or nurseryperson is required by the employer to return to work on a Saturday or Sunday from December 1 to April 30 inclusive for the purposes of watering only, such greenkeeper, groundsperson or nurseryperson will be paid a seasonal allowance of \$32.40 per week extra and will be paid for the entire period from December 1 to April 30 inclusive. If such greenkeeper, groundsperson or nurseryperson is required to return to work for any other purpose either on a week day or a Saturday or Sunday, the provisions of clause 34 - Overtime (and) work performed on Saturdays, Sundays and Public Holidays of this Part will prevail.

23.1.15 Protective clothing

23.1.15(a) Where employees engaged in:

handling bituminous materials, creosote, weedkiller, garbage or sanitary pans, or who are employed in an abattoir or a saleyard;

pruning or pollarding trees or cutting blackberries;

regular maintenance of mechanical equipment involving the handling of grease or oil soiled component parts of mechanical equipment; or

the handling of cement frequently or for any period in excess of one hour;

work at a sewerage treatment plant in close proximity to raw sewage; or

cleaning effluent channels or cleaning sewerage blockages;

have not been supplied by the employer with suitable protective clothing consisting of gloves, overalls, boots and protective head covering where necessary they will be paid an allowance of \$2.02 cents per day above any prescribed wage fixed for the class of work they may be engaged upon at the time.

23.1.15(b) Each homemaker, cook-(trades), cook, (non-trades) and kitchen assistant who has not been supplied by the employer with two uniforms which will be laundered as necessary free of charge to the employee, the employee will be paid an allowance at the rate of 65 cents per day, irrespective of the number of hours worked during that particular day.

23.1.16 Camping

23.1.16(a) An employee who is required to camp or to live at the site of any work either by direction of the employer, or because no reasonable transport facilities are available to enable him/her to proceed to and from his/her home each day, will be paid a camping allowance of \$9.31 per day or \$46.62 per week of five days as a camping allowance in addition to his/her prescribed wages.

23.1.16(b) At the end of each working week the employee shall be allowed to return to his/her home and in such cases all the time reasonably required for travelling to and from

his/her home beyond five kilometres shall be treated as time of duty in addition to the time of actual working.

23.1.16(c) For the purposes of this clause a working week shall be deemed to commence at the normal starting time on a Monday and terminate at the ordinary finishing time on a Friday, provided that the employer shall have the right to require an employee to work reasonable overtime at weekends.

23.1.16(d) An employee shall be paid at the appropriate rate for time occupied in shifting camp and removing plant and equipment.

23.1.17 First aid allowance

An employee who is the current holder of an appropriate first aid qualification such as a certificate from St. John's Ambulance, or similar body, will be paid a daily allowance of \$1.76 if he/she is appointed by the employer to perform first aid duty.

23.1.18 Meal allowance

When an employee is entitled to a rest period under 34.3.9 the employer will pay a meal allowance of \$15.65 for the first meal and \$9.76 for the second and subsequent meals.

23.1.19 Transport allowance

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

23.1.19(b) Provided however that where by mutual agreement between that employee and the employer the employee provides his/her own vehicle that employee will be paid an allowance in accordance with the rates determined from time to time as per 23.1.5(c) above.

23.1.19(c) An employee will not be required to carry fuel, material, other employees or tools (other than used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, nor will he/she be required to draw a trailer behind such motor car.

23.1.19(d) Where an employee at the request of the employer does carry fuel, materials, other employees or tools (other than those used by the owner-driver in the performance of his/her duties) in any motor car provided by such employee and used as his/her own mode of conveyance, or draws a trailer behind such motor car the employee will be paid an additional allowance of 11.13 cents per kilometre.

23.1.19(e) Where a Home Carer is required to travel between two or more service points in any one day he/she will be reimbursed for travel expenses incurred for travel between the

first and successive service points and will be paid at the appropriate rate of pay during travel time between the first and successive service points.

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

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

23.1.19(h) Fares allowance (sewerage employees only)

Where an employee resides more than 1.6 kilometres from a sewerage treatment works, he/she will be paid an additional \$5.08 per week unless transport is provided by the employer.

23.1.20 Disability rates (sewerage employees only)

23.1.20(a) In addition to the rates elsewhere prescribed in this Part, disability rates will be paid in accordance with the following, but will not be cumulative:

An employee working at a sewerage treatment plant who is in close proximity to raw sewerage or sludge - \$10.33 per week.

An employee employed at work other than at a sewerage treatment plant - \$2.10 per week.

23.1.20(c) Where an employee is required to do work of an unusually offensive nature in grass filtration or pasture areas, entering or cleaning out sewerage distribution or effluent channels or digestion tanks or septic tanks, he/she will be paid a disability rate of \$10.33 per week or \$2.04 per day, or part of a day, in lieu of the disability rate of \$10.33 per week as provided above.

23.1.20(d) The final decision as to what constitutes work of an unusually offensive nature will rest with the appropriate manager.

23.1.20(e) Where an employee in any of the classifications specified in clause 22 - Classification and minimum rates of pay is required to enter and manually remove sludge from sedimentation tanks, or syphons, or other similar confined spaces, he/she will be paid a disability rate of \$25.82 per week or \$5.17 per day in lieu of the disability rate for his classification as prescribed otherwise herein.

24. HIGHER DUTIES/MIXED FUNCTIONS

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

24.1.1 An employee directed by the employer to perform for the whole of the day duties carrying a higher rate of pay than is provided for within his/her classification Band unless otherwise specified in this agreement will be paid while undertaking such duties at the commencement level of the higher classification Band except where particular levels within Bands are provided for specified positions e.g. vehicle drivers.

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

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

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

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

24.3 Child care workers

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

24.3.1(a) the greater part of the time so worked is spent in performing duties carrying the higher rate;

24.3.1(b) an employee engaged as a Child Care Worker Band 5 who is required to undertake the duties of a Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence exceeds two consecutive full working days;

24.3.1(c) an employee engaged as a Child Care Worker Band 5 who is required to undertake duties of the Director by reason of the Director's absence will not be entitled to payment under this clause unless the Director's absence is for the whole of the day;

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

25. ACCIDENT PAY

25.1 Employees bands 1 to 8 and senior executive officers

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

- 25.1.1** An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.
- 25.1.2** Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the employee's appropriate 38 hour 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.
- 25.1.3** An employer will pay or cause to be paid accident pay as defined in 25.1.2 hereof during the incapacity of the employee arising from any one injury for a total of 26 weeks whether the incapacity is in one continuous period or not.
- 25.1.3(a)** Child Care Workers will receive the same provisions as in 25.1 above, except they are entitled to an accident make up pay period of 39 weeks in the aggregate.
- 25.1.4** The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.
- 25.1.5** In the event that the employee receives a lump sum in redemption of weekly payments the liability of the employer to pay accident pay will cease from the date of such redemption.
- 25.1.6** Notwithstanding the provisions of this clause:
- the liability to pay accident make-up pay to casual, temporary or employees who retire, will cease at the expiration of such engagement or 26 weeks whichever is the lesser period.
 - where an employee had given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 26 weeks whichever is the lesser period.

26. SUPERANNUATION

26.1 All employees

26.1.1 Employer's contributions

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

26.2 Casual employees only

26.2.1 Coverage

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

26.2.2 Definition

For the purpose of this subclause:

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

26.2.3 Employer contribution to superannuation

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

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

Provided that:

- the \$1200 per annum is calculated over each financial year;

- each financial year stands alone;
- after a casual employee qualifies for employer contributions, such contributions will be made from the beginning of the current financial year.

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

27. TOOLS/INSTRUMENTS

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

28. UNIFORMS/PROTECTIVE CLOTHING

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

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

29. LOSS OR DAMAGE TO CLOTHING AND/OR SPECTACLES

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

29.1 The employer will be responsible up to a maximum of \$419.12 for an employee's clothing which may be destroyed by fire, or other disaster, in a changing house or other shelter provided or nominated by the employer.

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

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

29.3 Where an employee during the course of employment suffers loss or damage to spectacles, caused by fire, molten metal or corrosive substances, compensation will be made by the employer to the extent of the loss or damage sustained provided that such loss or damage is not in any way caused by the employee's own act or negligence.

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

30. BOARD AND LODGING

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

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

31. QUARTERS

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

31.1.1 Where it is proposed that an employee reside in an employer's quarters the respondent will state in writing whether or not such residence is required for the effective performance of the employee's duties.

31.1.2 Where it is stated by the respondent in writing that the employee is required to reside in a respondent's quarters for the effective performance of his/her duties then the rental charged for such quarters will not exceed the amount shown as Quarters Charge in 23.1.1 of this Part.

31.1.3 Where it is stated by the respondent that the employee is not required to reside in a respondent's quarters for the effective performance of his/her duties then there will be no compulsion on the employee to reside in the respondent's quarters. However if the employee does reside in a respondent's quarters, then the provisions of 31.1.2 will not apply and the rental charged will be determined between the respondent and the employee.

31.1.4 The coming into operation of this clause with the exception of the rental charge specified in 32.1.2 will not affect the existing rights or obligations of employees or respondents.

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

31.2.1 If an employer requires an employee to occupy quarters for caretaking purposes, no rental will be charged.

31.2.2 Caretaking duties will not be deemed to include a requirement that an employee will remain constantly in the quarters or nearby during Saturdays, Sundays, public holidays or Annual Leave.

31.2.3 Caretaking duties performed by an employee will not be regarded as time worked for the purposes of this Part.

31.2.4 Caretaking duties will not involve any manual labour outside the employee's normal hours of duty.

- 31.2.5** Any dispute as to what constitutes caretaking duties will be determined as per the dispute resolution procedures.

32. VEHICLE HIRE

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

- 32.1** An employee who supplies and drives his/her own vehicle for patrol work or other than patrol work, will be paid the appropriate weekly rate of wage and allowances as prescribed by clause 22 - Classification and minimum rates of pay of this Part plus:

- hire rates as determined from time to time by VicRoads as applicable to Employer owned plant when used on works which are subsidised by VicRoads; and
- the cost to the employee of the fuel used on such work.

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

33. ORDINARY TIME HOURS OF WORK

33.1 Standard engagement

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

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

- 33.1.2** Where circumstances arise which necessitate the requirement for an earlier start or later finish than the normal spread of hours by agreement between the employee and the respondent the ordinary hours of duty may extend beyond the above spread of hours.

- 33.1.3** Notwithstanding any other provisions of this clause where an employee works in a centre or work location in which the spread of hours is different from that specified in 33.1 hereof, he/she may be required to work in accordance with the hours specified in that centre or work location.

- 33.1.4** Subject to the further provisions of this Part and agreements existing at the time of the coming into force of this provision the ordinary hours of work will not exceed eight hours in any one day.

- 33.2** Where the duties appertaining to any special office within a Water Board, Waterworks Trust or Sewerage Authority cannot be carried out within the hours specified in 33.1 above, the employee

holding such office will not be required to work a greater number of hours than those specified in 33.1 above.

33.3 Notwithstanding the provisions of 33.1, upon the consent of the respondent and then by written agreement between the respondent and the employee and/or employees concerned following consultation the ordinary hours of duty of any employee or any employees other than those specified elsewhere may be worked at any time on any days, Monday to Friday inclusive.

33.3.1 Provided that 38 such ordinary hours are not exceeded in any one-week period or 76 such ordinary hours are not exceeded in consecutive two week periods or 114 such ordinary hours are not exceeded in any consecutive three week period, or 152 such ordinary hours in consecutive four week periods commencing from a date specified in the agreement. Provided such agreement may permit the working of at least one late night per week where the respondent considers this necessary.

A copy of the Agreement will be kept with the Wages records for the employees concerned.

33.3.3 Nothing in this clause will affect the rights of any party to have any disputes arising from any proposed introduction of work rosters dealt with in accordance with the dispute settlement procedures in this agreement [see Part A].

33.3.4 The agreement pursuant to this subclause may be varied by a further written agreement between the parties or may be terminated by one calendar month's notice given by either the employee and/or employees concerned or the respondent.

33.3.5 Where such an agreement provides for a Rostered Day Off within the specified work cycle period, such Rostered Day Off may be staggered and/or be on any day Monday to Friday.

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

33.3.7 Failure to grant the equal time off within the following work cycle period, or in the absence of agreement for some other work cycle period, such employee will be paid for the hours worked at the appropriate overtime rate.

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

33.3.9 Should there be any change made to the rostered hours of any employee under the above agreement, such employee will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected.

- 33.3.10** Where the amount of notice provided has not been given, the employee working his/her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered. Provided that the provision as to overtime payment appearing in this subclause will not apply where the alteration has been made by employees themselves by mutual agreement and with the approval of their responsible supervisor, or on the direction of the respondent where the alteration has come about through circumstances beyond the respondent's control or for which the respondent could not reasonably be held responsible.
- 33.4** The hours of duty of employees having other employees under their immediate supervision will be the same as the ordinary hours of the employees under their immediate supervision and any time worked in excess of such ordinary hours will be paid for at overtime rates.
- 33.5** The hours of work for all employees will be continuous except for meal-breaks
- 33.6** Where an employee as a result of his/her own actions works less than 38 hours a week, he/she will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.
- 33.7** The commencing times within the spread of hours as laid down in subclause 33.1 of this clause and the meal period applying at the date of this 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.
- 33.8 Specific engagement (employees other than physical/community services employees only)**
- 33.8.1 Hallkeepers**
- The ordinary hours of duty of a hallkeeper will be 38 per week to be worked in five days of not more than eight hours per day, Monday to Friday (both inclusive).
- 33.8.2** The spread of hours during which a hallkeeper will perform his/her duties will be the subject of mutual arrangement between the respondent and the employee concerned.
- 33.8.3** By written agreement between a respondent and the employee concerned, the ordinary hours of duty may be worked at any time on any days, Monday to Friday, inclusive, provided that 38 such ordinary hours are not exceeded in any week or 76 such ordinary hours are not exceeded in any consecutive two week period or 152 hours are not exceeded in any four week period commencing from a date specified in the agreement.
- 33.8.4** Should there be any change made to the rostered hours of any Hallkeeper, agreed to in accordance with 33.8.2 and 33.8.3, he/she will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.
- 33.8.5** The provision as to overtime payment appearing in 33.8.4 of this subclause will not apply where the alteration has been made by hallkeepers themselves by mutual agreement and

with the approval of their responsible supervisor, or on the direction of the employer where the alteration has come about through circumstances beyond the employer's control for which the employer could not reasonably be held responsible.

33.8.6 Work performed in addition to ordinary hours as provided in 33.8.2, 33.8.3, 33.8.4 and 33.8.5 will be paid for at the appropriate overtime rate prescribed by this Part.

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

33.9 Library employees

33.9.1 The ordinary hours of duty of employees employed in a municipal library will be as prescribed in 33.1 or 33.3 of this clause, or will not exceed 35 hours per week to be worked from Monday to 12 noon Saturday (both inclusive). Work performed in excess of eight hours per day, or outside a spread of nine hours (Monday to Friday) or after 12 noon Saturday will be paid for at the appropriate overtime rate prescribed in this Part.

33.9.2 Provided that Library employees who work their normal hours between Monday and Saturday noon, inclusive on a roster system as specified in 33.10 below, may be worked at any time within a spread of nine hours on any day Monday to Saturday noon, inclusive, provided that 70 such ordinary hours are not exceeded in any consecutive two week period or 140 such ordinary hours are not exceeded in any consecutive four week period commencing from a date specified in the roster.

33.9.3 Meal breaks of not less than three-quarters of an hour will be allowed between noon and 2.00 p.m. and 5.00 p.m. and 7.00 p.m. or at other times as agreed with the employee affected.

33.10 Library rosters

33.10.1 Where employees are required to work their 35 ordinary hours prescribed in 33.9.1 of this subclause according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.

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

33.10.3 The provision as to overtime payment appearing in 33.10.2 of this subclause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.

33.10.4 Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the dispute resolution procedures.

33.11 Inspectorial

33.11.1 The ordinary hours of duty for employees employed as:

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

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

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

33.12 Employees, other than physical/community services employees engaged in community services

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

33.12.2 38 hours per week to be worked not more than nine hours per day in continuous periods (except for a meal break) on any five consecutive days of the calendar week; or

33.12.3 According to a roster agreed upon between the employer and/or employees and the employer, provided that the ordinary hours fixed by any such roster will not exceed 76 in any consecutive two week periods or 152 in any consecutive four week periods.

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

33.12.5 Should there be any change made to the rostered hours the employee(s) concerned will be advised of the change at least 48 hours, or such lesser period as may be mutually agreed, in

advance of the time at which such change is to be effected. Where that amount of notice as provided above has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all hours worked that were not the agreed hours for that day before it was altered.

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

33.13 Employees, other than physical/community services employees engaged in recreation centres

- 33.13.1** The ordinary hours of duty of employees employed in a Recreation Centre as defined will be:

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

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

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

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

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

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

33.15 Child care workers

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

33.15.1 The method of implementation of the 38 hour week may, for weekly employees, be any one of the following:

- by employees working less than eight ordinary hours each day; or
- by employees working less than eight ordinary hours on one or more days each week; or
- by fixing one week day on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle;
- provided that the employer and an employee may by agreement accrue stored days off to a maximum of twelve days and such days so accrued will be taken at a time or times mutually agreed upon.

33.15.2 In each centre an assessment should be made by the employer and the employee as to the appropriate method of implementation of a 38 hour week.

33.15.3 In the absence of agreement being reached at the centre of the implementation of 38 hour week, such matter may be dealt with under the dispute settling procedure.

33.15.4 Notice of days off

Except as provided in 33.15.5 hereof, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with 33.15.1 above is entitled to a day off during a work cycle, such employee will where possible be advised by the employer at least four weeks in advance of the week day he/she is to take off.

33.15.5 Substitute days

33.15.5(a) An individual employee may, with the agreement of the employer, substitute the day to be taken off for another day.

33.15.5(b) Where a public holiday coincides with a rostered day off, as prescribed by 33.15.1 of this clause, an employee so affected will have such day substituted by another day in such cycle or as soon as practicable thereafter.

33.15.5(c) Where the system of working provides for the taking of rostered day off the maximum number of rostered days off will be thirteen in any one calendar year, provided that one of the rostered days will be so arranged to include a period of Annual Leave.

33.15.5(d) Where a rostered day off coincides with a period of bereavement leave, Long Service Leave, workers compensation, accident pay, sick leave, Annual Leave, or special leave granted by the employer, no additional or substitute day will be granted so as to effect double counting.

33.15.6 Preparation time

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

33.15.7 Rosters

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

33.15.8 Examination leave

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

33.16 Special engagement (physical/community services employees only)

33.16.1 Definitions

33.16.1(a) Ordinary rate (special engagement) for employees engaged under this provision and is the appropriate rate of pay prescribed by clause 22 - Classification and minimum rates of pay of this Part plus 25% for special engagement together with the industry allowance where applicable.

33.16.1(b) Employee in this Part of this clause will mean any of those employees specified in 33.16.1 hereof who are specifically employed under this Part of this clause and not under 33.1, 33.8 or 33.15.

33.16.1(c) Part-time employee in this Part of this clause means an employee specifically engaged as such and employed for less than 38 hours per week and whose hourly rate will be 1/38th of that prescribed by this Part of this clause for the ordinary rate of his/her classification, and who will be entitled to sick leave and Annual Leave on a pro rata basis in accordance with the hours worked in performance of such duties.

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

33.16.1(e)

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

33.16.1(g)

33.17 Ordinary hours of duty

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

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

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

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

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

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

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

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

33.18 Overtime

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

33.19 Public holidays

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

33.19.2 Notwithstanding anything elsewhere contained in this Part, employees who pursuant to 33.17.2 or 33.17.3 of 33.17 of this Part of this clause work on public holidays prescribed in clause 42 - Public holidays of this Part as part of their ordinary hours will be paid for such work at ordinary rates and will be entitled to an equivalent time off work in one period without loss of pay at a time not later than three months after the entitlement accrued, but where practicable during the week immediately following that accrual.

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

33.19.4

33.19.5 Provided further that a part-time employee called upon to work on a public holiday will be paid at double time and half for all time so worked on that day. However, where casual employees receive the 25% loading casual employment, as the case may be, in lieu of Annual Leave, sick leave and public holidays, all duty performed on such public holidays will be paid at ordinary rates.

33.20 Shift work

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

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

33.20.2 Employees working shift work will work in accordance with the following minimum provisions:

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

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

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

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

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

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

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

33.20.6 An employee employed by a respondent prior to the coming into force of this provision may not be compelled to work shift work provided that such employee will not unreasonably refuse to work shift work. If an employee fails to provide the respondent with an acceptable reason as to why such employee is not prepared to work shift work then the matter may be dealt with under the dispute settling procedure.

33.21 Physical/community services employees bands 1 to 5

This subclause will apply only to employees employed by water and sewerage authorities.

33.21.1 For the purpose of this part of this clause:

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

33.21.2 Hours continuous work shifts

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

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

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

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

a shift will consist of not more than eight hours, inclusive of crib time;

except at the regular change-over of shifts an employee will not be required to work more than one shift in each 24 hours;

twenty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.

33.21.3 Hours other than continuous work

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

38 in any week to be worked in five shifts of up to eight hours; or

76 in fourteen consecutive days in which case an employee will not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than five shifts in any week; or

114 in 21 consecutive days in which case an employee will not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

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

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

33.21.4 Rosters

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

33.21.5 Variation of agreement

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

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

33.21.6 Afternoon or night shift allowance

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

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

33.21.6(c) An employee who:

- during a period of engagement on shift, works night shift only; or
- remains on night shift for a longer period than four consecutive weeks; or
- works on a night shift, which does not rotate or alternate with another shift or with day work so as to give him/her at least 1/3rd of his/her working time off night shift in each shift cycle,
- will during such engagement period or cycle be paid 30% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

33.21.7 Saturday work

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

33.21.8 Overtime

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

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

machinery or of any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

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

33.21.9 Reasonable overtime

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

33.21.10 Sundays and public holidays

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

Sundays at the rate of double time;

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

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

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

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

33.21.10(e) The rates prescribed herein will be in addition to the shift premium prescribed in 33.21.6 hereof; provided that such rates will not be cumulative beyond twice the ordinary rate of wage.

33.21.11 Where a relieving filtration plant operator on seven days shift work is rostered off duty on a holiday, such employee will be allowed a day off in lieu thereof at a time to be agreed between the parties concerned, or failing agreement will be allowed an additional day of Annual Leave.

33.22.1 Shift provisions

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

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

34.1 Full-time employees

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

34.1A Reasonable overtime

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

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

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

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

- 34.1A.2(c)** the need of the workplace or enterprise;
- 34.1A.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 34.1A.2(e)** any other relevant matter.

34.2 Overtime: employees other than physical/community services employees

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

- 34.2.1** Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, in accordance with clause 33 - Ordinary time hours of work, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that employees whose ordinary hours of work are prescribed by 33.4, will be paid for overtime at not less than the rates for overtime payable to workers under their immediate supervision.
- 34.2.2** All time worked on a Saturday, other than by library employees who work a 35-hour week in accordance with the provisions of 33.9 of this Part, will be overtime and will be paid for in accordance with 34.2.1 of this clause with a minimum payment as for three hours worked.
 - 34.2.2(a)** Employees employed in a Municipal library who work a 35-hour week in accordance with the provisions of 33.9 of this Part will, when they work after 12 noon on a Saturday, be paid at the rate of time and a half for the first two hours and double time thereafter.
- 34.2.3** All time worked on a Sunday will be overtime and will be paid for at the rate of double time with a minimum payment as for three hours work.
- 34.2.4** All time worked on a public holiday as prescribed by clause 42 - Public holidays, will be overtime and, subject to 42.2 of that clause, will be paid for with a minimum payment as for three hours work, at the following rate:
 - 34.2.4(a)** For all work between what would be the normal starting time and the normal finishing time on the next ordinary working day time and a half in addition to the employee's normal salary for the day.
 - 34.2.4(b)** For all time worked outside such ordinary working time, either before the normal starting time or after the normal finishing time and up to the normal starting time on the next day double time and a half.

- 34.2.5** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.
- 34.2.6** An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that she/he has not had at least ten consecutive hours off duty between those times will be released after the completion of such overtime until she/he has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(a)** An employee, other than an engineer, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 34.7.1 or 34.7.2 hereof, in which case he/she shall be paid for a minimum of one hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.
- 34.2.6(b)** Provided that where an employee is recalled to work in accordance with 34.7.1 and 34.7.2 of this clause, and such work does not exceed three hours then such employee will be released after the completion of such overtime until he/she has had eight hours off duty without loss of pay for ordinary working time occurring during such absence.
- 34.2.6(c)** If such employee is instructed to resume or to continue work without having had such ten consecutive hours or eight consecutive hours off duty as the case may be, she/he will be paid at double ordinary rates until released from duty for such period and she/he will then be entitled to be absent until she/he has had ten consecutive hours or eight consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.
- 34.2.7** As agreed between the parties, time off during working hours equivalent to one and a half times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the respondent. Provided further that, at the discretion of the respondent, such equivalent time off may be taken consecutively with a period of Annual Leave.
- 34.2.8** An employee who is required by management to attend an Employer meeting and, who finishes duty later than midnight will be released from all further duty on the following morning and until his normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty. Subject to 34.2.7, such an employee will be paid overtime for such duty in accordance with 34.2.1 to 34.2.4 of this clause. Subclause 34.2.6 of this clause will apply to such other employee who is required to attend an Employer or Employer Committee meeting and who finishes duty before midnight.
- 34.2.9** **Employees engaged in community services**

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

34.2.10 Overtime will be paid at the following rates

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

34.2.11 Time off in lieu

As agreed between the parties time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime and will be taken at a mutually convenient time. Provided that at the discretion of the employer such equivalent time off may accumulate and be taken either immediately before or after the end of the Annual Leave period or a public holiday.

34.2.12 Employees engaged at recreation centres

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

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

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

34.2.13 Time off in lieu

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

34.3 Overtime – physical/community services employees

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

34.3.1 Except as otherwise provided by 34.7 of this Part

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

- 1.5 times for the first two hours and double time thereafter Monday to Saturday noon inclusive.

Subject to 34.3.4(b) of this clause, double time after Saturday noon:

- Double time all day Sunday.

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

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

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

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

34.3.3(a) An employee (other than a casual or part-time employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times will, subject to this subclause, be released after the completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

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

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

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

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

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

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

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

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

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

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

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

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

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

34.3.4(e) Employees on weekly standby in accordance with 34.7.3(a) of this clause who are called out and receive further call out(s) prior to returning to their place of residence will perform the additional work which will be regarded as part of the first call out.

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

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

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

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

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

34.3.8 As agreed between the parties, time off during working hours equivalent to 1.5 times the amount of time worked may be allowed in lieu of payment for overtime. Provided that such equivalent time off will not be taken without the prior approval of the employer. Provided further that, at the discretion of the employer, such equivalent time off may be taken consecutively with a period of Annual Leave.

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

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

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

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

34.4 Overtime child care workers

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

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

34.4.2 Rest period before recommencing work

- 34.4.2(a)** When overtime work including work on a rostered day off or work on a Sunday or holiday are necessary, it will wherever practicable be so arranged that an employee works not more than sixteen hours in any period of 24 consecutive hours.
- 34.4.2(b)** Subject to the exception referred to in 34.4.5(b) hereof as to call-backs of less than three hours, when an employee finishes a period of work he or she will, subject to this

subclause, be released until he or she has had eight consecutive hours off duty without loss of pay for his/her ordinary working time occurring during such absence.

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

34.4.3 Overtime on Saturday

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

34.4.4 Transport of employees

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

34.4.5 Reasonable overtime

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

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

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (v) any other relevant matter.

- 34.4.5(c)** Where an employee, following the completion of ordinary hours of duty, is called back to duty for the purpose of attending management committee meetings, staff/parent

meetings or similar, or where the employee is requested in writing by the employer to attend in-service training outside normal hours, in lieu of receiving overtime payments such employee may take paid time off, subject to the following:

- 34.4.5(c)(i)** In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu will be taken as mutually agreed between employer and employee, provided that accrual of such leave will not extend beyond a 28 day period.
- 34.4.5(c)(ii)** Where such accrued time has not been taken within the 28 day period, such time will be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- 34.4.5(c)(iii)** For the purpose of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

34.5 Casual and permanent part-time employees

- 34.5.1** Penalty rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread specified by clause 33 - Ordinary time hours of work of this Part and for work performed outside this spread.
- 34.5.2** Casual and part-time employees required to work overtime on a Saturday, Sunday or public holiday will be paid at the appropriate overtime rate for the time worked only, with a minimum payment of one hour.
- 34.5.3** Where a casual works outside the normal spread of hours as specified in clause 33 - Ordinary time hours of work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

34.6 Senior executive officers

34.6.1 Specific conditions overtime and meetings

- 34.6.1(a)** The provisions of the overtime clause of this Part will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:
- 34.6.1(b)** Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 33 - Ordinary time hours of work of this Part, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.

34.6.1(c) By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 34.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's Annual Leave entitlement.

34.6.1(d) Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 33 - Ordinary time hours of work of this Part, including such a meeting or meetings commencing during his/her ordinary hours and extending to a time more than one hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one per week (Monday to Saturday). Such fee will be as set out below:

All Senior Executive Officers = \$71.51

34.6.1(e) For the purpose of 34.6.1(d), all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.

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

34.7 On call; availability and stand by duty

34.7.1 On call duty employees other than physical/community services employees

On call duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this Part, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

34.7.2 Availability duty employees other than physical/community services employees

34.7.2(a) Availability duty applies to designated employees other than Physical/Community Services employees covered by Bands 3 to 8 of this Part, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where he/she cannot be contacted by telephone and where she/he having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in clause 23.1.1 will be payable in addition to payment for time worked at

the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

- 34.7.2(b)** Subclauses 34.7.1 and 34.7.2 will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the respondent's premises to perform a specific job outside his/her normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 34.7.1 of this clause when the actual time worked is less than one hour on each such occasion.
- 34.7.2(c)** Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.
- 34.7.2(d)** Where an employee with the prior agreement of his/her employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

34.7.3 Stand by duty – physical/community services employees

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

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

- 34.7.3(c)** Provided that where employees are engaged under the special engagement and shift work provisions of clause 33 - Ordinary time hours of work, the method of pro rata payment of the allowance will be as follows:

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

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

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

34.7.3(f) The provisions of this clause will not apply to those employees whose normal weekly rate as specified in clause 22 - Classification and minimum rates of pay of this Part includes a stand-by allowance.

35. REST INTERVAL

35.1 Employees bands 1 to 5 (physical/community services) only

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

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

35.2 Child care workers

At a time suitable to the employer, two rest intervals of ten minutes each will be given to all employees during each day, and will be counted as time worked.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

36. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.1 Definitions

36.1.1 For the purposes of this clause **child** means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

36.1.2 Subject to clause 36.1.3 hereof, in this clause, **spouse** includes a de facto or former spouse.

36.1.3 In relation to clause 36.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

36.2 Basic entitlement

36.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

36.2.2 Subject to 36.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

36.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

36.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

36.3 Variation of parental leave

Where an employee takes leave under clause 36.2.1 or 36.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 36.2 or the right to request in clause 36.4.

36.4 Right to request

36.4.1 An employee entitled to parental leave pursuant to the provisions of clause 36.2 may request the employer to allow the employee:

36.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 36.2.2(a) and 36.2.2(b) up to a maximum of eight weeks;

36.4.1(b) to extend the period of unpaid parental leave provided for in clause 36.2.1 by a further continuous period of leave not exceeding 12 months;

36.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

36.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 36.4.1(b) and 36.4.1(c) must be recorded in writing.

36.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 36.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.5 Maternity leave

36.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

36.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least 10 weeks;

36.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

36.5.2 When the employee gives notice under 36.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

36.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

36.5.4 Subject to clause 36.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

36.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

36.5.6 Special maternity leave

36.5.6(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

36.5.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

36.5.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

36.5.7 Where leave is granted under clause 36.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

36.6 Paternity leave

36.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

36.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

36.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

36.6.1(c) except in relation to leave taken simultaneously with the child's mother under clauses 36.2.2(a), 36.2.2(b) and 36.4.1(a), a statutory declaration stating:

36.6.1(c)(i) that he will take that period of paternity leave to become the primary care-giver of a child;

36.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

36.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

36.6.2 The employee will not be in breach of clause 36.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

36.7 Adoption leave

36.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

36.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

36.7.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

36.7.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

36.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

36.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

36.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

36.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

36.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer and the employee may agree to the employee taking such leave instead.

36.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 36.4.

36.9 Transfer to a safe job

36.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

36.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

36.10 Returning to work after a period of parental leave

36.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

36.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 36.9, the employee will be entitled to return to the position they held immediately before such transfer.

36.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

36.10.4

36.10.5 Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

36.11 Replacement employees

36.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

36.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

36.12 Communication during parental leave

36.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

36.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

36.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 36.12.1.

36.13 Annual Leave – parental leave part-time employees

36.13.1 An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the Annual Leave provisions of this Part, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause.

- 36.13.2** A full-time employee shall be paid for and take any Annual Leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Part, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

36.14 Sick leave – parental leave part-time employees

- 36.14.1** An employee working part-time under this clause shall have sick leave entitlements which have accrued under this Part (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

- 36.14.2** Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

37. CARER'S LEAVE

NB This clause applies to all employees covered by this Part.

37.1 Amount of paid carer's leave

- 37.1.1** An employee, other than a casual employee, who is absent from duty on account of personal illness or accident other than for which workers' compensation is payable, will be granted sick leave with pay on the following basis.

37.1.1(a) Employees bands 1 to 5 (physical/community services)

- one days leave for each month of employment in the first year of employment and three days bereavement/compassionate leave for each occasion.
- twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

37.1.1(b) Employees other than physical/community services employees bands 3 to 8 and senior executive officers

- one days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.

- eleven days leave between the second and twelfth month of employment and three days bereavement/compassionate leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such sick leave that has been paid to the employee in advance of an accrual at the rate of one day per month.
- twelve days leave in the second and subsequent years of employment and three days bereavement/compassionate leave for each occasion.

37.1.1(c) Child care workers

- one days leave for each month of employment in the first year of employment and four days bereavement/compassionate leave for each occasion.
- fourteen days leave in the second, third and fourth years of employment and four days bereavement/compassionate leave for each occasion.
- 21 days leave in the fifth and subsequent years of employment and four days bereavement/compassionate leave for each occasion.

37.2 Immediate family or household

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

37.2.1 the person being either:

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

37.2.2 the term **immediate family** includes:

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

37.3 Personal sick leave

NB: The provisions of this part of this clause, are to be read in conjunction with clause 39 - Sick leave.

37.3.1 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury:

37.3.1(a) Employees bands 1 to 8 and senior executive officers

- up to twelve days sick leave in the first and subsequent year's of employment.

37.3.1(b) Child care workers

- up to twelve days sick leave in the first year of employment;
- up to fourteen days sick leave in the second, third and fourth year's of employment; and
up to 21 days sick leave in the fifth and subsequent year's of employment.

37.3.2 Leave taken by an employee under 37.3.1 is deducted from the amount of personal/carer's leave under 37.3.1.

37.3.3 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- the current year's aggregated personal/carer's leave entitlement.

37.3.4 Sick leave entitlements which are untaken at the completion of the year will accumulate on the following scale:

- The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

37.3.4(a) Employees bands 1 to 8 and senior executive officers

twelve days in the first and subsequent years of employment.

37.3.4(b) Child care workers

twelve days in the first year of employment;

fourteen days in the second, third and fourth year of employment; and

21 days in the fifth and subsequent years of employment.

37.4 Bereavement/compassionate leave

37.4.1 An employee is entitled to three days bereavement/compassionate leave, (four days for Child Care Workers), paid on each occasion, if a member of the employee's immediate family or household in Australia dies or is seriously ill.

37.4.5 Proof of death must be provided to the satisfaction of the employer if so requested.

37.5 Carer's leave

37.5.1 An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill or who requires care due to an unexpected emergency. The entitlements of casual employees are set out in clause 15.2.4.

37.5.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

37.5.3(a) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

37.5.3(b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

37.5.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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

Each day or part of a day of carer's leave taken in accordance with 37.5.1 is to be deducted from the amount of personal/carer's leave provided in 37.3.1 of this clause.

37.6 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements in 37.5.3 and 37.5.5 are met.

37.7 Make-up time

An employee may elect, with the consent of the employer, to work **make up time** where the employee takes time off during ordinary hours and works those hours at a later time during the ordinary spread of hours as provided in this Part.

37.8 Grievance process

In the event of a dispute arising out of any part of this clause, the dispute will be processed in accordance with Part A of this agreement.

38. LONG SERVICE LEAVE

Employees covered by this Part will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave regulations made in respect of the requirements of the (Victorian) *Local Government Act 1989* or the (Victorian) *Water Act 1989* as appropriate.

39. SICK LEAVE

This clause is to be read in conjunction with clause 37 - Carer's leave

39.1 Employees other than physical/community services employees bands 3 to 8 and senior executive officers

39.1.1 An employee other than a casual employee or part-time employee who is in receipt of the allowance specified in 15.2 and 15.3 of this Part, who is absent from duty on account of personal illness or accident other than for which workers' compensation is payable will be granted sick leave on the following basis:

39.1.1(a) On commencement of service with the respondent the employee will be granted a sick leave credit of one day of ordinary pay. On the first day of the second month of service the employee will be granted a sick leave credit of eleven days of ordinary pay.

39.1.1(b) On completion of one year's service and each year's service thereafter, further sick leave credits of twelve days on full pay will accrue without limitation.

39.1.1(c) Where an employee is absent due to personal illness or injury he/she will notify the respondent of such absence as soon as is possible, and where practicable within the first part of what would have been his/her normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the respondent during the ordinary hours of the first part of such

absence the employee will inform the respondent within 24 hours of the commencement of such absence.

39.1.1(d) Notwithstanding the foregoing provisions of this subclause in the case of a temporary employee, such employee will be granted a sick leave credit of one day at ordinary pay for each month of completed service.

39.1.2 For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner will be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the respondent may require a medical certificate to be furnished with respect to any absence.

Provided further that for any absence, either the working day before or the working day after a rostered day off, holiday or public holiday, an employee will be required to provide a certificate of a duly qualified medical practitioner.

39.1.3 A public holiday observed during any period of sick leave of an employee will not be regarded as part of the sick leave.

39.1.4 Entitlement for sick leave due to an employee at the date of the making of this agreement will remain unchanged and all entitlement leave due to an employee at that date will be converted to full days.

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

39.1.5(a) A respondent will:

debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit, and

grant such employee additional Annual Leave or Long Service Leave equivalent to the period of personal and serious incapacitating illness or injury, such additional Annual Leave or Long Service Leave will be taken at a time mutually convenient to the employee and respondent.

Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the respondent of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness

or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

39.1.6 Twenty days accumulated sick leave with respondents to this Part will be transferable between respondents subject to the following conditions:

39.1.6(a) An employee's service between respondents is continuous (breaks of two months' or less will be deemed not to break continuity).

39.1.6(b) The employee at the time of engagement produces a certificate duly certified by the previous employing respondent certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to him/her.

39.1.6(c) Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect of any twelve month period.

39.2 Employees bands 1 to 5 (physical/community services)

39.2.1 An employee, other than a casual employee or a part-time employee who is in receipt of an allowance in lieu, or an employee engaged under 15.5.1(a) will be entitled to and will receive sick leave in cases where he/she is unable to perform his/her work by reason of illness or on account of injury by accident for which he/she is not entitled to workers' compensation.

39.2.2 An employee other than a casual employee, or an employee engaged under 15.5.1(a), who is absent from work on account of personal illness or on account of injury by accident for which he/she is not entitled to workers' compensation will, on production (within 48 hours of the commencement of such absence) of evidence of his/her illness or injury satisfactory to the employer, be entitled to and will receive leave of absence of one ordinary day for each completed calendar month of service, without loss of pay.

Provided that the employee will notify the employer of such absence within the first part of what would have been his/her normal working day, where practical.

Provided further that for any absence, either the working day before or the working day after a rostered day off, or public holiday, an employee will be required upon request to provide a certificate of a duly qualified medical practitioner.

39.2.3 Notwithstanding the provisions of 39.2.2 hereof an employee with twelve months service or more will be entitled to have twelve ordinary days leave (pro rata for Part-time) credited to the employee in respect of the ensuing year, without loss of pay.

39.2.4 Sick leave not taken will accumulate without limit so that any balance of the period specified in 39.2.1 and 39.2.2 of this clause which has in any one year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and, subject to the

conditions hereinbefore prescribed, will be allowed by that employer in any subsequent year without reduction of the sick leave prescribed in respect of that year.

39.2.5 When an employee has his/her employment terminated, other than for misconduct or absence from work without reasonable excuse, and he/she is subsequently re-employed within a period of twelve months, the number of days of sick leave not taken with which he/she was credited prior to such termination of employment will, after his/her re-employment has continued for one month, again be placed to his/her credit.

39.2.6 Twenty days accumulated sick leave with respondents to this Part will be transferable between respondents subject to the following conditions:

39.2.6(a) An employee's service between respondents is continuous (breaks of two months or less will be deemed not to break continuity).

39.2.6(b) The employee at the time of engagement produces a certificate duly certified by the previous employing respondent, certifying the amount of sick leave accumulated to his/her credit, and the date upon which the last entitlement was credited to the employee.

39.2.6(c) Where an employee's accumulated sick leave is less than twenty days, then the amount of sick leave transferable will be that standing to his/her credit.

Provided that an employee will not be entitled to have more than twelve days credited to him/her in respect to any twelve month period.

39.3 Child care workers

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

During first year of service	7.6 hours for each month of service
During the second, third, and fourth years of service	106.4 hours in each year
Thereafter	159.6 hours in each year

Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above on not more than three occasions in any one year of service.

39.3.2 If the full period of sick leave as prescribed in 39.3.1 hereof is not taken in any year, such portion as is not taken will be cumulative from year to year. No employer will terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this clause.

- 39.3.3** Where the **one day** absences referred to in the proviso in 39.3.1 are not taken for a period of five years, an additional 40 hours' sick leave will be added to the employee's accrued entitlement.
- 39.3.4** Where an employee is absent due to personal illness or injury he or she, in order to be eligible for the payment of sick leave, will notify the employer, where practicable, of such absence, the nature of the illness and the expected duration of the absence either prior to, or within a reasonable interval of, their normal commencement time.
- 39.3.5** Provided that if it is not practicable to inform the employer as prescribed payment for sick leave will not be withheld until all reasonable steps have been taken to enable an employee the opportunity to give reason why notification was not given.
- 39.3.6** All employees are to be afforded an opportunity for such notification and be informed of the procedure to notify of an absence as provided in this subclause.
- 39.3.7** An employee who contracts, or believe they have contracted, one of the infectious diseases listed below must as soon as possible notify the employer of their contracting the infectious disease.

39.3.7(a) Disease

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

40. JURY SERVICE

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

41. ANNUAL LEAVE AND LEAVE LOADING

This clause applies to all employees except where otherwise specified

41.1 Period of Annual Leave

41.1.1 All employees (except casual employees , after completing twelve months' continuous service will be entitled to four weeks (152 hours) Annual Leave.

41.1.2 Where payment is made by electronic funds transfer, payments in respect of Annual Leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of Annual Leave will continue to be made in advance.

41.2 Payment for period of leave

41.2.1 Each employee will in respect of that period to be paid their ordinary pay as if they had worked instead of taking leave.

41.2.2 Employees who are in receipt of the additional payments and allowances, on a regular basis, prescribed by 23.1.7(a); 23.1.7(b)(i); 23.1.7(b)(ii); 23.1.7(b)(iii); 23.1.8; 23.1.8(a), (where applicable), 33.21.6; and 23.1.7, will have these included in the payment for Annual Leave. In this case where the employee is not in receipt of the additional payment and/or allowance for a full year, the additional payment and/or allowance will be paid on a pro rata basis, based on the number of weeks the employee is in receipt of it per 48 week period.

41.3 Annual Leave exclusive of public holidays

When a public holiday prescribed by this Part falls within the period of an employee's Annual Leave that employee will be entitled to be absent from duty after the end of that period of leave for the same number of working days as equals the number of public holidays which so fall. By agreement between the employee and the employer such days will be allowed and taken either immediately after the end of the Annual Leave period or at some later time.

41.4

41.5 Leave to be taken

41.5.1 Annual Leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve months after the right to the leave accrued.

41.5.2 Provided further that the employer may approve the taking of Annual Leave or any part of Annual Leave being deferred for no longer than two years after the right thereto accrued. Where a dispute arises as to the period or time of taking Annual Leave, such dispute may be determined in accordance with the Dispute Prevention and Settlement Procedure.

41.5.3 Subject to 41.7 of this clause, payment will not be made or taken in lieu of Annual Leave.

41.6 Annual Leave loading

41.6.1 In addition to the payment prescribed in 41.1 hereof an employee will receive during a period of Annual Leave a loading of 17.5% as calculated on the relevant wage rates and where appropriate the allowances prescribed by 23.1.7(a), 23.1.7(b)(i), 23.1.7(b)(ii), 23.1.7(b)(iii), 23.1.7(c) 23.1.8 and 23.1.8(a) of this Part, PROVIDED THAT the loading for employees other than Physical/Community Services Employees and Child Care Workers shall be subject to a maximum payment equivalent to the Statistician's Average Weekly Earnings for the August quarter of the year preceding the year in which the leave falls due.

41.6.2 The Annual Leave loading prescribed in this subclause may, at the discretion of the employer, be paid in any of the following ways:

- On the anniversary date of the employee;
- On the same date each year as may be determined by the respondent; or
- On the taking of the leave, whether in whole or in part.

41.6.3 Provided that the Annual Leave loading prescribed herein will apply only to the period of Annual Leave prescribed by 41.8.1 of this clause and will not apply to any period of leave which by any other provision of this Part is accumulated and taken consecutively with a period of Annual Leave.

41.7 Proportionate leave on termination

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, will be paid an Annual Leave allowance computed on a pro rata basis to the last completed week of continuous service as defined in 41.4. Such allowance will be calculated pursuant to 41.6 hereof provided that the allowance payable to an employee whose services are terminated for disciplinary reasons will not include the Annual Leave loading prescribed in 41.6.

41.7.1 The proviso in Clause 41.7 does not apply to employees employed as Physical/Community Services Employees or Child Care Workers.

41.8 Annual close down

41.8.1 Employees bands 1 to 5 (physical/community services)

41.8.1(a) Notwithstanding anything contained in this Part where an employer at his/her option decides to close down part or all of his establishment at the Christmas/New Year period for the purpose of giving the whole of the Annual Leave due to all or the

majority of his/her employees then qualified for such leave, he/she will give at least two months' notice to his/her employees of his/her intention to do so.

41.8.1(b) Provided that where an employee has insufficient accrued Annual Leave he/she will be given the option of:

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

41.8.2 Child Care Workers

41.8.2(a) Where an employer intends to temporarily close (or reduce to nucleus) his/her establishment or a section thereof for the purposes (inter alia) of allowing Annual Leave to the employees concerned or a majority of them he/she may give in writing to such employees one month's notice (or in the case of any employee engaged after the giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of this subclause; and thereupon

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

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

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

41.8.2(e) In this subclause **date of closing** in relation to each employee means the first day of his/her Annual Leave pursuant to this subclause.

41.9 Seven day shift workers (employees bands 1 to 5 (physical/community services) only)

41.9.1 In addition to the leave hereinbefore prescribed seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays will be allowed seven consecutive days leave including non-working days.

41.9.2 Where an employee with twelve months continuous service is engaged for part of the twelve-monthly period as a seven day shift worker, he/she will be entitled to have the period of leave to which he/she is entitled as prescribed in 41.1 hereof increased by half a day for each month he/she is continuously engaged as aforesaid.

41.9.3 Where the operation of 33.21.11, provides for an additional day of Annual Leave in any month, the provisions of 41.9.2 above will not apply for that month.

41.10 Child care workers only

Annual Leave will be given and taken in a continuous period, or in two separate periods but not otherwise.

42. PUBLIC HOLIDAYS

42.1 All employees except those casual employees will be entitled to the following public holidays without deduction of day; viz:

- New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and

42.1.1 The following days as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day. Queen's Birthday and Eight Hours Day or Labour Day: and

42.1.2 One other day to be specified according to State, Territory of locality on some other basis:

- For employees employed in the metropolitan area: Melbourne Cup Day.
- For employees employed outside of the metropolitan area: Melbourne Cup Day or by agreement a local substituted day.

42.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

42.2.1 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

42.2.2 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

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

42.3 Where in a State, Territory of locality, public holidays are declared or prescribed on days other than those set out in 42.1 and 42.2 above, those days will constitute additional holidays for the purpose of this Part.

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

42.5

42.6 An employee (other than Community Services Officers, Recreation Centre Officers and those employed under the requirements of 15.5.1(a) and 15.5.2(a) , who are required to work on a public holiday as defined in this clause between what would be the normal starting time and the normal finishing time on an ordinary working day will be paid at 1.5 times the ordinary prescribed rate for all time worked; and if required to work on a public holiday outside of such ordinary working times wither before the normal starting time or after the normal finishing time and up to the normal starting time of the subsequent day he/she will be paid at 2.5 times his/her ordinary prescribed rate for all time worked: and such payment will be in addition to his/her normal wages for the day.

If a public holiday as set out in 42.1 and 42.2 of this clause occurs during a period of illness of an employee engaged by the week, such employee will be entitled to payment for such public holiday. This subclause shall not apply during a period of unpaid sick leave.

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

42.9 Community services officers

42.9.1 Subject to the provisions of 42.9.2 and 42.9.3 of this subclause Community Services Officers will be entitled to all public holidays as prescribed in this clause without loss of pay.

42.9.2 An employee who works on a public holiday as part of his/her ordinary working hours [as prescribed in 42.1 of this clause] will be entitled to equivalent time off work without loss of pay not later than three months after the public holiday occurs and where practicable in the week in which the public holiday occurs

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

42.9.4

42.10 Recreation centre officers

Subject to 42.5 above, employee(s) will be entitled to all public holidays as prescribed in this clause without loss of pay. When employee(s) perform work on a public holiday as part of their ordinary hours for the week, they will be paid a penalty of 150% for each hour so worked. When employee(s) are required to work on a public holiday in excess of their ordinary hours for the week, they will be paid at the rate of double time and a half for all time so worked.

42.11 Child care workers

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

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

PART 8 - TRAINING AND RELATED MATTERS

43. TRAINING

43.1 The parties to this agreement recognise that in order to increase the efficiency, productivity and competitiveness of industry, a greater commitment to training and skill development is required.

43.1.1 Accordingly the parties commit themselves to:

- developing a more highly skilled and flexible workforce;
- providing employees with career opportunities through appropriate training to acquire additional skills; and
- removing barriers to the utilisation of skills required.

43.2 Following consultation, in accordance with the consultative mechanism and dispute settling procedures clause under Part A of this agreement, or through the establishment of a training committee, the respondent will develop a training program consistent with:

- the current and future skill needs of the authority;
- the size, structure and nature of the operations of the authority;
- the need to develop vocational skills relevant to the authority and the local government industry
- industry through courses conducted by accredited educational institutions and providers.

43.3 Where it is agreed, a training committee may be established to, among other things:

- formulate training programs and availability of training courses and career opportunities to employees;

- disseminate information on the training program and availability of career opportunities to employees;
- recommend employees for training;
- monitor and advise management and employees on the ongoing effectiveness of the training.

43.4 Where it is agreed that additional training in accordance with the program developed pursuant to 43.2 above should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if training is undertaken during ordinary working hours, the employee concerned will not suffer any loss of pay. The employer will not unreasonably withhold paid training leave.

43.5 Where training or education is undertaken outside of working hours an employer, at their discretion, may grant:

- time off in lieu for attendance at classes associated with the course of study;
- time off without loss of pay for attendance at study schools;
- time off without loss of pay for studying prior to examination.

43.6 Any costs associated with standard fees for courses approved by the respondent and prescribed text books (excluding those textbooks which are available in the respondent's library), incurred in connection with the undertaking of training will be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

43.7 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

44. SUPPORTED WAGE SYSTEM

44.1 This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

44.1.1 **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.

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

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

44.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

44.2 Eligibility criteria

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

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

44.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the *Disability Services Act*, or if a part only has received recognition, that part.

44.3 Supported wage rates

44.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (44.4)	Prescribed rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

44.3.2 Provided that the minimum amount payable shall be not less than \$66 per week.

44.3.3 * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

44.4 Assessment of capacity

For the purpose of establishing the percentage of the rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

44.4.1 The employer, in consultation with the employee or a representative nominated by the employee;

44.4.2 The employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

44.5 Lodgment of assessment instrument

44.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

44.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment.,

44.6 Review of assessment

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

44.7 Other terms and conditions of employment

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

44.8 Workplace adjustment

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

44.9 Trial period

- 44.9.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 44.9.2** During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 44.9.3** The minimum amount payable to the employee during the trial period shall be no less than \$64 per week.
- 44.9.4** Work trials should include induction or training as appropriate to the job being trialed.
- 44.9.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 44.4 hereof.

APPENDIX A – CLASSIFICATION DEFINITIONS

NOTE:

- (a)** All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.
- (b)** Physical/Community Services Employees are defined by Bands 1 to 5 of Part A of this Appendix.
- (c)** Employees other than Physical/Community Services Employees are defined by Bands 3 to 8 of Part A of this Appendix.
- (d)** Child Care Workers are defined by Band 2 to 7 of Part A of this Appendix.
- (e)** Senior Executive Officers are defined by Part B of this Appendix.

PART A - EMPLOYEES - BANDS 1 TO 8

1. EMPLOYEE BAND 1

A position in this Band has the following job characteristics:

1.1 Accountability and extent of authority

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

1.2 Judgement and decision making

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

1.3 Specialist knowledge and skills

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

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

1.4 Inter-personal skills

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

1.5 Qualifications and experience

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

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

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

2. EMPLOYEE - BAND 2

A position in this Band has the following job characteristics:

2.1 Accountability and extent of authority

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

2.2 Judgement and decision making

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

2.3 Specialist knowledge and skills

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

- * Safe and competent operation of medium mechanical plant.
- * Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- * Safe and competent handling and use of explosives.
- * Concrete work, e.g. Floater.
- * Pipelaying to line and grade from a plan.
- * Control of a store.
- * Estimating and ordering materials.

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

2.4 Inter-personal skills

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

2.5 Qualifications and experience

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

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

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

3. EMPLOYEE - BAND 3

A position in this Band has the following job characteristics:

3.1 Accountability and extent of authority

3.1.1 Physical/Community Services Employees

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

3.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

3.2 Judgement and decision making

3.2.1 Physical/Community Services Employees

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

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

3.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

3.3 Specialised knowledge and skills

3.3.1 Physical/Community Services Employees

3.3.1(a) These positions require proficiency in the operation of more complex equipment or knowledge of the use of plant which requires the exercise of judgement or 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 and Child Care Workers other than Physical/Community Services Employees

3.3.2(a) These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

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

3.4 Management skills

3.4.1 Physical/Community Services Employees

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

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

3.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

3.5 Inter-personal skills

3.5.1 Physical/Community Services Employees

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

3.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

3.6 Qualifications and experience

3.6.1 Physical/Community Services Employees

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

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

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

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

3.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

3.6.2(a) The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

3.6.2(b)(i) With respect to Child Care Workers, satisfactory completion of a Certificate III in Children's Services, or

3.6.2(b)(ii) knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

4. EMPLOYEE BAND 4

A position in this Band has the following job characteristics:

4.1 Accountability and extent of authority

4.1.1 Physical/Community Services Employees

4.1.1(a) They are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.

4.1.1(b) Employees in this Band may exercise high precision trade skills using various materials and/or specialised techniques.

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

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

4.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

4.2 Judgement and decision making

4.2.1 Physical/Community Services Employees

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

4.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

Employees in this Band require:

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

4.3 Specialist knowledge and skills

4.3.1 Physical/Community Services Employees

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

4.3.2 Employees and Child Care Workers other than Physical/Community Services Employees

Employees in this Band require:

- 4.3.2(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.
- 4.3.2(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- 4.3.2(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

4.4 Management skills

4.4.1 Physical/Community Services Employees

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

4.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

4.4.2(a) The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.

4.4.2(b) All positions necessitate skills in managing time and planning and organising one's own work.

4.5 Inter-personal skills

4.5.1 Physical/Community Services Employees

4.5.1(a) Positions in this Band require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities.

4.5.1(b) Employees in this Band may also be expected to write reports in their field of expertise.

4.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

4.5.2(b) Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

4.6 Qualifications and experience

4.6.1 Physical/Community Services Employees

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

4.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

5. EMPLOYEE BAND 5

A position at this level has the following characteristics:

5.1 Accountability and extent of authority

5.1.1 Physical/Community Services Employees

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

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

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

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

5.1.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

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

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

5.2 Judgement and decision making

5.2.1 Physical/Community Services Employees

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

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

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

5.2.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

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

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

5.3 Specialist knowledge and skills

5.3.1 Physical/Community Services Employees

- 5.3.1(a)** Supervisors in this Band require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.1(b)** Employees also require an understanding of the role and function of the senior employees to which they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the long term goals of the wider organisation.
- 5.3.1(c)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 5.3.1(d)** Positions in this Band provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

5.3.2 Employees and Child Care Workers other than Physical/Community Services Employees

- 5.3.2(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
- 5.3.2(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- 5.3.2(c)** Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- 5.3.2(d)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

5.4 Management skills

5.4.1 Physical/Community Services Employees

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

5.4.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

5.5 Interpersonal skills

5.5.1 Physical/Community Services Employees

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

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

5.5.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

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

5.6 Qualifications and experience

5.6.1 Physical/Community Services Employees

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

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

5.6.2 Employees and Child Care Workers other than Physical/Community Services Employees

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

6. EMPLOYEE BAND 6

A position in this Band has the following job characteristics:

6.1 Accountability and extent of authority

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

6.2 Judgement and decision making

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

6.3 Specialist knowledge and skills

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

6.4 Management skills

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

6.5 Inter-personal skills

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

6.6 Qualifications and experience

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

7. EMPLOYEE BAND 7

A position in this Band has the following job characteristics:

7.1 Accountability and extent of authority

- 7.1.1** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 7.1.2** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. 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 agreements, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

7.5 Inter-personal skills

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

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

7.6 Qualifications and experience

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

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

8. EMPLOYEE BAND 8

A Position in this Band has the following job characteristics:

8.1 Accountability and extent of authority

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

8.2 Judgement and decision making

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

8.3 Specialist knowledge and skills

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

8.4 Management skills

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

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

8.5 Inter-personal skills

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

8.6 Qualifications and experience

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

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

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

PART B - SENIOR EXECUTIVE OFFICER

9. SENIOR EXECUTIVE OFFICER

Senior Executive Officers are as defined in 22.6 of this Part

11.2 PART C - NURSES (ANF - VICTORIAN LOCAL GOVERNMENT) AWARD 2002

[Note: the terms and conditions of employment in this Part are derived from the above award and are modified only to the extent necessary to remove prohibited content or to ensure consistency with other Parts of the Agreement and to provide clarity. The Award is not called up by or incorporated by this part of the Agreement, rather all relevant terms and conditions of the award are included in this Part and operate as specified by this Part.]

ARRANGEMENT

Part 1 - Application and Operation of Part C.

1. Schedule title
2. Arrangement
3. Definitions

Part 2 - EMPLOYER and Employees' duties, employment relationship and related arrangements

4. Modes of employment
5. Redundancy
6. Notice of termination

Part 3 - Wages and related matters

7. Classification
8. Salaries
9. Higher duties
10. Allowances

Part 4 - Hours of work, breaks, overtime, shift work, weekend work

11. Hours of work
12. Overtime

Part 5 - Leave of absence and public holidays

13. Annual Leave
14. Personal leave
15. Parental leave
16. Long Service Leave
17. Public holidays
18. Jury service

Part 6 - Accident pay

19. Accident pay

3. DEFINITIONS

3.1 Act means the *Workplace Relations Act 1996*.

3.2 Base rate shall mean for the purposes of calculating allowances provided for in this Schedule, mean the rate prescribed for a "Registered nurse grade 2 - 2nd year of experience as such". Allowances shall be calculated to the nearest ten cents, an exact amount of five cents in the result going to the higher figure.

3.3 Basic training shall mean training for registration as a Registered nurse.

3.4 Commission means the Australian Industrial Relations Commission.

3.5 Experience shall mean 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 certificated nurse by the Victorian Nursing Council. 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:

3.5.1 an Employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve 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

3.5.2 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.

3.6 Immunisation nurse shall mean a registered nurse engaged in or in connection with any immunisation work requiring an immunisation qualification.

3.7 Maternal and child health nurse shall mean a registered nurse engaged in infant welfare work or in work requiring a post graduate Maternal and Child Health qualification, or equivalent, and shall have the same meaning as that of "Infant Welfare Sister" as contained in Determination 2 and 3 of 1980 of the Registered Nurses Board of the Victorian Industrial Relations Commission.

3.8 Registered nurse (not elsewhere classified), shall mean a person whose name appears in any section of the Register maintained by the Victorian Nursing Council, excluding a Maternal and Child Health Nurse as defined. Such classification would include head lice and scabies nurse.

3.9 Maternal and Child Health Nurse Coordinator shall mean a registered nurse engaged in infant welfare or in work requiring a post graduate Maternal and Child Health qualification and who is responsible for managing and or coordinating Maternal and Child Health Services, and may include coordinating the Council's immunisation services. Such Employee shall be paid an additional 10% of the weekly salary for a Maternal and Child Health Nurse 2nd Year of experience.

3.9 Uniform shall mean such apparel as may be required by the Employer.

PART 2 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4. MODES OF EMPLOYMENT

4.1 Full-time employment

4.1.1 All Employees (other than casual and part-time Employees and Employees working under the conditions stated in 4.1.2) shall be entitled to receive not less than the ordinary rate provided in this Schedule as a salary for an ordinary week's work.

4.1.2 An Employee regularly employed by two or more respondents shall be entitled to receive not less than the appropriate ordinary rate provided in this Schedule for an ordinary week's work.

4.2 Part-time employment

4.2.1 A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours less than 38 in any one week (or less than 76 in a fortnight) provided that the number of hours worked may vary from week to week by mutual agreement.

4.2.2 Such Employee shall be paid per hour worked an amount equal to 1/38th of the week salary appropriate to the Employee's classification, provided that payment in respect of any period of Annual Leave or Long Service Leave to which an Employee may become entitled shall be on a pro rata basis. Payment in respect of any period of paid sick leave (where an Employee has accumulated an entitlement) public holidays, and bereavement leave shall be made according to the number of hours the Employee would normally have worked on the day or days on which the leave was taken so as not to reduce the Employee's salary below that level which such Employee would have received had such Employee not been absent.

4.3 Casual employment

4.3.1 A casual Employee for the purposes of this subclause shall mean an Employee who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party, but does not include an Employee who could properly be classified as a full-time or part-time Employee under 4.1 and 4.2.

4.3.2 A casual Employee shall be paid per hour worked an amount equal to 1/38th of the weekly salary appropriate to the class of the work performed plus 25%.

4.3.3 A casual Employee shall not be entitled to any pro rata Annual Leave, Long Service Leave, sick leave, bereavement leave or public holidays.

4.3.4 Notwithstanding 4.3.1, 4.3.2 and 4.3.3, where a casual Employee is specifically engaged on relieving work for a period in excess of 38 hours in the absence of the permanent Employee, the Employer may decide to make payment on a pro rata basis of any Annual Leave, Long Service Leave, bereavement leave and public holidays to which the Employee may have become entitled in lieu of the 25% loading. In such circumstances termination of employment shall be by mutual agreement. In the absence of mutual agreement the termination clause of this Schedule shall apply. Payment in respect of any period of paid sick leave (where an Employee has accumulated an entitlement) public holidays, and bereavement leave shall be made according to the number of hours the Employee would normally have worked on the day or days on which the leave was taken.

4.3.5 Caring responsibilities

4.3.5(a) Subject to the evidentiary and notice requirements in 14.6.3 and 14.6.5, casual Employees are entitled to not be available to attend work, or to leave work:

if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

upon the death in Australia of an immediate family or household member.

4.3.5(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

4.3.5(c) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

5. REDUNDANCY

5.1 Definitions

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

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

5.1.3 **Small Employer** means an Employer who employs fewer than 15 Employees.

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

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

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

5.2 Transfer to lower paid duties

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

5.3 Severance Pay

5.3.1 Provided that the severance payments shall not exceed the amount which the nurse would have earned if employment with the Employer had proceeded to the nurse's normal retirement date.

5.3.2 Continuity of service shall be calculated in the manner prescribed by clause 16 – Long Service Leave.

5.4 Nurse leaving during notice period

A nurse given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 6.1.1 - Notice of Termination. In this circumstance the nurse will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

5.5 Alternative employment

5.5.1 An Employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for a nurse.

5.5.2 This provision does not apply in circumstances involving transmission of business as set in 5.7.

5.6 Job search entitlement

5.6.1 During the period of notice of termination given by the Employer in accordance with 6.1, a nurse shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

5.6.2 If the nurse has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the nurse shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

5.6.3 The job search entitlements under this subclause apply in lieu of the provisions of 6.3.

5.7 Transmission of business

5.7.1 The provisions of this clause are not applicable where a business is before or after the date of this Schedule, transmitted from an Employer (in this subclause called the **transmittor**) to another Employer (in this subclause called the **transmittee**), in any of the following circumstances:

5.7.1(a) Where the nurse accepts employment with the transmittee which recognises the period of continuous service which the nurse had with the transmittor and any prior transmittor to be continuous service of the nurse with the transmittee; or

5.7.1(b) Where the nurse rejects an offer of employment with the transmittee:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the nurse at the time of ceasing employment with the transmittor; and

which recognises the period of continuous service which the nurse had with the transmittor and any prior transmittor to be continuous service of the nurse with the transmittee.

5.7.2 The Commission may vary 5.7.1(b) if it is satisfied that this provision would operate unfairly in a particular case.

5.8 Nurses exempted

This clause does not apply to:

- nurses terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary nurses;
- trainees;
- nurses engaged for a specific period of time or for a specified task or tasks; or
- casual nurses.

5.9 Incapacity to pay

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

6. NOTICE OF TERMINATION

6.1 Notice of termination by Employer

6.1.1 In order to terminate the employment of a nurse the Employer must give to the nurse the period of notice specified in the table below:

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

6.1.2 In addition to the notice in 6.1.1, nurses over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

6.1.3 Payment in lieu of the prescribed notice in 6.1.1 and 6.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the nurse working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.

6.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the nurse's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the nurse because of the employment continuing during that period. That total must be calculated on the basis of:

6.1.4(a) the nurse's ordinary hours of work (even if not standard hours); and

6.1.4(b) the amounts ordinarily payable to the nurse in respect of those hours, including (for example) allowances, loading and penalties; and

6.1.4(c) any other amounts payable under the nurse's contract of employment.

6.1.5 The period of notice in this clause does not apply:

6.1.5(a) in the case of dismissal for serious misconduct;

6.1.5(b) to nurses engaged for a specific period of time or for a specific task or tasks;

6.1.5(c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

6.1.5(d) to casual nurses.

6.1.6 Continuous service is defined in clause 15 – Parental Leave.

6.2 Notice of termination by a nurse

6.2.1 The notice of termination required to be given by a nurse is the same as that required of an Employer, save and except that there is no requirement on the nurse to give additional notice based on the age of the nurse concerned.

6.2.2 If a nurse fails to give the notice specified in 6.1.1 the Employer has the right to withhold monies due to the nurse to a maximum amount equal to the amount the nurse would have received under 6.1.4.

6.3 Job search entitlement

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

6.4 Transmission of business

Where a business is transmitted from one Employer to another, as set out in clause 60 - Redundancy, the period of continuous service that the nurse had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, a nurse shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

PART 3 - WAGES AND RELATED MATTERS

7. CLASSIFICATION

A registered nurse shall be classified into one of the following classifications and paid the corresponding salary as appearing in clause 8 - Salaries:

- Maternal and child health nurse;
- Immunisation nurse;
- Maternal and Child Health Nurse Coordinator

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

7.2 Where a nurse is appointed to undertake immunisation duties and is required to take charge of immunisation sessions, the nurse shall be classified as an Immunisation nurse (in charge) and paid at the relevant year of experience.

7.3 Where a Nurse is appointed to work as an immunisation nurse, other than in the circumstances prescribed above, the Nurse shall be classified as a registered nurse (not elsewhere classified) and paid at the relevant year of experience.

7.4 Where a nurse is appointed to undertake the management and coordination of maternal and child health nurses services which may also include the coordination of immunisation sessions the nurse shall be classified as a maternal and child health nurse Coordinator and paid at the relevant rate of pay contained in this Schedule.

8. SALARIES

8.1 Employees shall be paid the weekly salaries as set out hereunder corresponding to that Employee's classification in accordance with clause 4 – Modes of employment.

		\$
8.1.1	Maternal and child health nurse	
	1 st year of experience	949.90
	2 nd year of experience	971.20
8.1.2	Immunisation nurse (in charge) (as defined in clause 4)	
	1 st year of experience	871.60
	2 nd year of experience	888.30
8.1.3	Registered nurse (not elsewhere classified)	
	Year 1	643.40
	Year 2 (Base rate)	669.90
	Year 3	696.50
	Year 4	724.40
	Year 5	752.40
	Year 6	780.40
8.1.4	Maternal and Child Health Nurse Coordinator	1068.35

8.2 Payment of salaries

- 8.2.1** All salaries and wages shall be paid fortnightly where practicable.
- 8.2.2** Provided further the respondent shall pay salaries by means of electronic funds transfer or, at the sole discretion of the respondent, the respondent may elect to pay salaries by cash or cheque.
- 8.2.3** Where payment by electronic funds transfer or cheque is introduced a bank of the Employee's choice must be reasonably available in case of electronic funds transfer for the collection of funds, or where payment by cheque is made encashment facilities should be reasonably available.

8.3 Annual Increments

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

9. HIGHER DUTIES

Any Employee engaged in any one day or shift for more than two hours on duties for carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time worked shall be paid for at the higher rate.

10. ALLOWANCES

10.1 On-call allowance

An Employee rostered to be on-call (i.e. to be available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty) shall be paid the sum of 1.45% of the base rate per period of twelve hours or part thereof.

10.2 Re-call allowance

- 10.2.1** When an Employee is rostered on call and is recalled to duty such Employee shall be paid a minimum of two hours salary for each occasion on which she or he is recalled.
- 10.2.2** An Employee rostered on call who is recalled to work outside ordinary rostered hours and who uses her or his vehicle for transport from home to place of work and return shall receive an allowance at the rate payable to an officer in the Victorian Public Service, with a minimum of 60 cents for each occasion of such use.
- 10.2.3** An Employee rostered on call and re-called who does not use her/his vehicle shall be provided at the expense of the Employer, with suitable transport for the inward and return journey.

10.3 Travelling allowance

- 10.3.1** Any Employee whose duties require her/him to travel shall be paid first class fares and all reasonable out-of-pocket expenses.
- 10.3.2** All travelling expenses and/or car allowances incurred by an Employee regularly employed by two or more respondents to this Schedule shall, unless otherwise agreed upon in writing by the parties concerned, be equally divided between and paid by the respondents concerned. Cost of meals and lodging shall not in this case be deemed to be expenses.
- 10.3.3** Where an Employee is required to provide her/his own mode of conveyance in connection with her/his duties she/he shall be paid an allowance at the rate payable to an officer in Victorian Public Service.
- 10.3.4** Any Employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the state of Victoria in reaching such position.
- 10.3.5** Any Employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

10.4 Uniform and laundry allowance

- 10.4.1** Employees shall be paid a uniform allowance at the rate of 80.3 cents per day or part thereof on duty or \$4.08 per week whichever be the lesser amount, unless the uniforms are supplied by the Employer and no cost to the Employee. The Employee shall be paid a laundry allowance of 21.3 cents per day or part thereof on duty or \$1.01 per week which ever be the lesser amount unless such Employee's uniforms are not laundered by or at the expense of the Employer.
- 10.4.2** The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absence on Long Service Leave and absence on sick leave beyond 21 days. Where, prior to 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 shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 10.4.3** Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

10.5 Telephone allowance

Where an Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer shall refund the installation costs and subsequent three-monthly rental charges on production of receipted accounts.

10.6 Accommodation allowance

When an Employee is required by his/her Employer in the course of his/her employment to be absent from his/her usual place of residence overnight, the Employer will pay reasonable accommodation and out-of-pocket expenses necessarily incurred by the Employee.

10.7 Deduction for accommodation

Where an Employee elects to make use of accommodation provided by the Employer, she/he will pay to the Employer a sum of up to \$29.40 per week. The Employer will provide laundry free of charge.

10.8 Higher Qualifications Allowance

10.8.1 Qualifications Allowance

10.8.1(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 base pay
Post Graduate Diploma or Degree	6.5% of base pay
Masters or Doctorate	7.5% of base pay

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

10.8.1(c) The above allowance shall be paid during all periods of leave.

10.8.2 Absorption of Allowance

Where applicable, the whole or a proportion of a Higher Qualifications Allowance equivalent to existing allowances as defined, which have been negotiated in an enterprise agreement, shall be absorbed into this allowance.

Existing Allowances means an allowance contained in a certified enterprise agreement, paid to a maternal and child health nurse in recognition of; higher qualifications, attraction and retention strategies, labour market demands, centre management responsibilities, recognition of professional skills and qualifications and/or any other matter as agreed in writing between the Parties to any such agreement for the purpose of this clause.

10.9 Shift Allowance

In addition to any other rates prescribed elsewhere in this part of the Schedule an Employee whose rostered hours of ordinary duty finish after the hours of 8.00 p.m. Monday to Friday including weekends shall be paid an amount equal to 2.5% of the rate of pay for Registered Nurse Year 1 as prescribed in this Schedule.

PART 4 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

11. HOURS OF WORK

11.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an Employee working ten hour shifts) and shall be paid either:

11.1.1(a) in a week of five days in shifts of not more than eight hours each; or

11.1.1(b) by mutual agreement in a week of four days in shifts of not more than ten hours each; or

11.1.1(c) by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours; or

11.1.1(d) in 76 hours per fortnight to be worked as nor more than ten days of not more than eight hours each; or

11.1.1(e) in 152 hours per four week period to be worked as nineteen days each of eight hours.

11.2 Implementation of 38 hour week

11.2.1 The methods of implementation of the 38 hour week shall be in accordance with those set out in 11.1

11.2.2 In each Council establishment an assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the Employees concerned, the objective being to reach agreement on method of implementation by the earliest possible date.

11.2.3 Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of Employees in the establishments concerned.

11.3 *Procedures for in-establishment discussions*

11.3.1 Procedures shall be established for in-establishment discussions, the objective being to agree on the method of implementing a 38 hour week in accordance with clause 4 - Modes of employment, and 11.1 and entailing an objective review of current practices to establish where improvements can be made and implemented.

11.3.2 The procedure should allow for in-establishment discussions to continue.

11.3.3 The procedures should make suggestions as to the recording of understandings reached and methods of communicating agreements and understandings to all Employees, including the overcoming of language difficulties.

11.3.4 The procedures should allow for the in-establishment monitoring of agreements and understanding reached.

11.3.5 In cases where agreement cannot be reached in-establishment in the first instance or where problems arise after initial agreements or understandings have been achieved in-establishment, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as applies with respect to special anomalous or extraordinary problems as per the Dispute Settlement Procedure.

11.3.6 Separate to these procedures the Employer organisations may provide assistance and guidance to their members on the subject to be dealt with in-establishment discussions and on other relevant matters.

11.4 Notice of days off

Except as provided in 11.11, in cases where by virtue of the arrangement of his/her ordinary working hours an Employee, in accordance with 11.8.1(c) and 11.8.1(d), is entitled to a day off during his/her work cycle, such Employee shall be advised by the Employer at least four weeks in advance of the week day he is to take off.

11.5 Substitute days

11.5.1(a) An Employer, with agreement of the majority of Employees concerned, may substitute the day an Employee is to take off in accordance with 11.8.1(c) and 11.8.1(d), for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event or rush orders or some other emergency situation.

11.5.1(b) An individual Employee, with the agreement of his/her Employer, may substitute the day he is to take off for another day.

11.5.2 An Employee would therefore work on what would normally have been his or her rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the Employee and the Employer, provided that no less than seven days' notice is given before taking the banked Rostered Day(s) Off

11.5.3 No payments or penalty payment shall be made to Employees working under this substitute banked Rostered Day Off. However the Employer will maintain a record of the number of Rostered Days banked and will apply the Average Pay System during the weeks when an Employee elects to take a banked Rostered Day Off.

11.5.4 Employees terminating prior to taking any banked Rostered Day(s) Off shall receive the following:

Average weekly pay x number of banked substitute days 5

12. OVERTIME

12.1 All work done in excess of the ordinary hours prescribed shall be paid at the rate of time and a half for the first two hours and double time thereafter.

12.1.1 In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, calculated at the rate of time and a half overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.

12.2 Rest periods - affected by overtime (including Saturdays and Sundays)

12.2.1 When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.

12.2.2 An Employee (other than a casual Employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until she/he had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

12.2.3 If on the instructions of her/his Employer such an Employee resumes or continues work without having had such ten hours continuously off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be absent until she/he has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

12.2.4 In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

12.3 Special Rates for Saturdays and Sundays

All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid at the rate of time and a half.

PART 5 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

13. ANNUAL LEAVE

13.1 All Employees (other than casual Employees except where 4.3.4 is applicable) shall be entitled to 152 hours Annual Leave with ordinary pay plus an amount as specified in 21.6 on completion of each year of service with an Employer.

13.2 Provided that any Employee who leaves or is dismissed for any reason before completing a full qualifying twelve month period shall, in lieu of Annual Leave, receive a pro rata payment based on

the amount payable for the leave prescribed herein for a full twelve months continuous service and the period actually served.

- 13.3** In addition to the Annual Leave prescribed by this Schedule where a maternal and child health care centre is not open on the days during the period between Christmas Day and New Years Day an Employee shall be entitled to be absent from the centre on such days without deduction of pay.
- 13.4** Should any day or days specified in this Schedule as a public holiday occur during an Employee's period of Annual Leave, an additional day shall be added to the period of Annual Leave for each specified day so occurring.
- 13.5** **Ordinary pay** in relation to any worker means remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- 13.6** In addition to the ordinary pay as prescribed in 13.5 all Employees shall receive either:
- 13.6.1** a loading of 17.5% calculated on the prescribed rate of salary. Provided that such loading shall be on a maximum of 152 hours in respect of any year of employment; or
 - 13.6.2** in respect of each week of leave granted an amount comprising the following:
 - 13.6.2(a)** shift work premiums according to roster or projected roster;
 - 13.6.2(b)** Saturday, Sunday premiums according to roster or projected roster;
 - 13.6.2(c)** in-charge allowances;
 - 13.6.2(d)** other allowances prescribed in this Schedule whichever is the higher.
- 13.7** The Annual Leave loading shall apply to pro rata payment of leave on termination of employment.
- 13.8** An Employee before going on leave shall be paid in advance for the period of such leave.
- 13.9** Where an Employee becomes sick whilst on Annual Leave for a continuous period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the Employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the Employee's credit, and shall be re-credited to her/his Annual Leave entitlement.
- 13.10** The amount of Annual Leave loading received for any period of Annual Leave converted into sick leave shall be deducted from any future entitlement to Annual Leave loading or if the Employee resigns, from termination pay.
- 13.11** An Employee with an accrued Annual Leave entitlement can apply for Annual Leave at any time (subject to any restrictions elsewhere in this Schedule), and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when Annual Leave can be taken, the Employer may require the Employee to take

such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave before the expiration of a period of 2 years after the date upon which the right to such Annual Leave accrues.

13.12 An Employee may elect, with the consent of the Employer, to take Annual Leave in single day periods or part of a single day not exceeding a total of 10 days in any calendar year at a time or times agreed between them.

14. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time Employees, but do not apply to casual Employees.

14.1 Paid personal leave

14.1.1 Paid Personal Leave will be available to an Employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave) or who requires care due to an unexpected emergency; or
- because of bereavement on the death of an immediate family or household member (bereavement leave).

14.1.2 The amount of Personal Leave to which an Employee is entitled depends on how long he or she has worked for the Employer and accrues as follows:

14.2 Amount of paid personal/carers' leave

An Employee (other than a casual Employee except where 4.3.4 is applicable) is entitled to the following amount of paid personal/carers':

14.2.1 up to 121 hours and 36 minutes annually in the first year of service;

14.2.2 up to 136 hours and 48 minutes in each year in the second, third and fourth years of service;

14.2.3 up to 190 hours in the fifth and following years of service.

14.3 Immediate family or household

14.3.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

14.3.1(a) a member of the Employee's immediate family; or

14.3.1(b) a member of the Employee's household.

14.3.2 The term **immediate family** includes:

14.3.2(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the opposite sex to the Employee who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and

14.3.2(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

14.4 Sick leave

14.4.1 An Employee (other than a casual Employee except where 4.3.4 is applicable) is entitled to following amount of paid leave for absence due to personal illness or injury:

- up to 7 hours and 36 minutes for each month of service in the first year of service;
- up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;
- up to 159 hours and 36 minutes in the fifth and following years of service:

14.4.2 Leave taken by an Employee under 14.4.1 is deducted from the amount of personal/carer's leave under 14.2.

14.4.3 An Employee is entitled to use accumulated sick leave for personal sickness if the Employee has already used:

- the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- the current year's aggregate personal/carer's leave entitlement.

14.4.4 Sick leave entitlements which are undertaken at the completion of the year will accumulate on the following scale:

- the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or of carer's leave taken by the Employee during the year:

up to 7 hours and 36 minutes for each month of service in the first year of service;

up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;

up to 159 hours and 36 minutes in the fifth and following years of service.

14.4.5 Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.

14.4.6 Provided further that an Employee shall not be entitled to this benefit should she/he fail to notify the Employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00 a.m. on the day of such absence shall not be required to give such notice before 9.00 a.m.

14.4.6(a) If the full period of sick leave as prescribed in 15.4 is not taken in any year, such portion as is not taken shall be cumulative from year to year.

14.4.7 Where the one day absences referred to in the proviso in 14.4.5 are not taken for a period of five years, an additional 38 hours sick leave shall be added to the Employee's accrued entitlement.

14.5 Bereavement leave

14.5.1 An Employee (other than a casual Employee except where 4.3.4 is applicable) is entitled to four days' paid leave annually if a member of the Employee's immediate family or household in Australia dies/is seriously ill.

14.5.2 Each day or part of a day used under 14.5.1 is deducted from the amount of personal/carer's leave under 14.2.

14.5.3 An Employee is entitled to use accumulated sick leave as paid bereavement leave/compassionate leave up to four days annually when a member of the Employee's immediate family or household in Australia dies/is seriously ill if the Employee has already used the current year's personal/carer's leave entitlement under 14.2.

14.5.4 An Employee is entitled to use unpaid leave up to four days annually when a member of the Employee's immediate family or household in Australia dies/is seriously ill if the Employee has already used the current year's personal/carer's leave entitlement under 14.2 and no accumulated sick leave is available.

14.5.5 Proof of death must be provided to the satisfaction of the Employer, if requested.

14.5.6 Unpaid bereavement leave

An Employee may take unpaid bereavement leave by agreement with the Employer.

14.6 Personal Leave to care for an immediate family or household member

14.6.1 An Employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

14.6.2 The entitlement to use personal/carer's leave is subject to the Employee being responsible for the care of the person concerned.

- 14.6.3** The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 14.6.4** In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 14.6.5** The Employee must, where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 14.6.6** Each day or part of a day carer's leave taken in accordance with 14.6.1 is to be deducted from the amount of personal/carer's leave provided in 14.2 up to a maximum of ten days per annum.
- 14.6.7** An Employee is entitled to use accumulated sick leave as paid carer's leave if the Employee has used the current year's personal/carer's leave entitlement. An exception to this is where an Employee has already taken ten days' carer's leave in the current year.
- 14.6.8** When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

14.7 Unpaid personal leave

Where an Employee has exhausted all paid Personal Leave entitlements, they are entitled to take unpaid Personal Leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 14.6.3 and 14.6.5 are met.

14.8 Grievance process

The dispute settlement clause of the Enterprise Agreement applies to a dispute about the effect of operation of this clause.

14.9 Annual Leave

This clause is in conjunction with clause 13 - Annual Leave.

- 14.9.1** Notwithstanding provisions elsewhere in the Schedule, the Employer and the majority of Employees at an enterprise may agree to establish a system of single day Annual Leave absences, provided that:

- 14.9.1(a)** An Employee may elect, with the consent of the Employer, to take Annual Leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- 14.9.1(b)** Access to Annual Leave, as prescribed in 14.9.1(a), shall be exclusive of any shutdown period provided for elsewhere under this Schedule.
- 14.9.1(c)** An Employee and Employer may agree to defer payment of the Annual Leave loading in respect of single day absences, until at least five consecutive Annual Leave days are taken.
- 14.9.1(d)** Once a decision has been taken to introduce an enterprise system of single day Annual Leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the *Workplace Relations Regulations*.

14.10 Time off in lieu of payment

- 14.10.1** This clause is in conjunction with the overtime provisions of this Schedule.
- 14.10.2** Notwithstanding provisions elsewhere in the Schedule, the Employer and the majority of Employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:
 - 14.10.2(a)** An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
 - 14.10.2(b)** Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the Schedule).
 - 14.10.2(c)** An Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 19 - Overtime, for any overtime worked under this subclause where such time has not been taken within four weeks of accrual.
 - 14.10.2(d)** Once a decision has been taken to introduce an enterprise system of time off in lieu, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the *Workplace Relations Regulations*.

14.11 Make-up time

Notwithstanding provisions elsewhere in the Schedule, the Employer and the majority of Employees at an enterprise may agree to establish a system of make-up time provided that:

- 14.11.1** An Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Schedule.
- 14.11.2** An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- 14.11.3** Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the *Workplace Relations Regulations*.

14.12 Accrued days off (ADO)

Notwithstanding provisions elsewhere in the Schedule, the Employer and the majority of Employees at an enterprise may agree to establish a system of ADO to provide that:

- 14.12.1** An Employee may elect, with the consent of the Employer, to take an accrued day off at any time.
- 14.12.2** An Employee may elect, with the consent of the Employer, to take an accrued day off in part day amounts.
- 14.12.3** An Employee may elect, with the consent of the Employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the Employee at times mutually agreed by the Employer, or subject to reasonable notice by the Employee or the Employer.
- 14.12.4** Once a decision has been taken to introduce an enterprise system of ADO flexibility, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 113R of the *Workplace Relations Regulations*.

15. PARENTAL LEAVE

Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

An eligible casual Employee means a casual Employee:

- (a) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).

An Employer must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

15.1 Definitions

15.1.1 For the purpose of this clause **child** means a child of the Employee under school age except for adoption of a child where 'child' means a person under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

15.1.2 Subject to 15.1.5, in this clause, **spouse** includes a de facto or former spouse.

15.1.3 In relation to 15.7, spouse includes a de facto spouse but does not include a former spouse.

15.2 Basic entitlement

15.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

15.2.2 Subject to 15.5.6, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

15.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

15.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

15.3 Variation of period of parental leave

Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under 15.2.1 and 15.4.1(b) an Employee may apply to their Employer to change the period of

parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements.

15.4 Right to request

15.4.1 An Employee entitled to parental leave pursuant to the provisions of 15.2 may request the Employer to allow the Employee:

15.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in 15.2.2(a) and (b) up to a maximum of eight weeks;

15.4.1(b) to extend the period of unpaid parental leave provided for in 15.2.1 by a further continuous period of leave not exceeding 12 months;

15.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

15.4.2 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

15.4.3 Employee's request and Employer's decision to be in writing

The Employee's request and the Employer's decision made under 15.4.1(b) and 15.4.1(c) must be recorded in writing.

15.4.4 Request to return to work part-time

Where an Employee wishes to make a request under 15.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

15.5 Maternity leave

15.5.1 An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

15.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

15.5.1(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

- 15.5.2** When the Employee gives notice under 15.5.1(a) the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 15.5.3** An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 15.5.4** Subject to 15.2.1 and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 15.5.5** Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

15.5.6 Special maternity leave

- 15.5.6(a)** Where the pregnancy of an Employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 15.5.6(b)** Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 15.5.6(c)** Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 15.5.7** Where leave is granted under 15.5.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

15.6 Paternity leave

- 15.6.1** An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity leave, with:
 - 15.6.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

15.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

15.6.1(c) a statutory declaration stating:

15.6.1(c)(i) except in relation to leave taken simultaneously with the child's mother under 15.2.2(a) or 15.4.1(a) he will take the period of paternity leave to become the primary care-giver of a child;

15.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

15.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

15.6.2 The Employee will not be in breach of 15.6.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

15.5 Adoption leave

15.7.1 The Employee will notify the Employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

15.7.2 Before commencing adoption leave, an Employee will provide the Employer with a statutory declaration stating:

15.7.2(a) the Employee is seeking adoption leave to become the primary care-giver of the child;

15.7.2(b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and

15.7.2(c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

15.7.3 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement.

15.7.4 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

15.7.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption

agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

- 15.7.6** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

15.8 *Parental leave and other entitlements*

An Employee may in lieu of or in conjunction with parental leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 15.4.

15.9 *Transfer to a safe job*

- 15.9.1** Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 15.9.2** If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

15.10 *Returning to work after a period of parental leave*

- 15.10.1** An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 15.10.2** An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 15.9, the Employee will be entitled to return to the position they held immediately before such transfer.
- 15.10.3** Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

15.11 *Replacement Employees*

- 15.11.1** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

- 15.11.2** Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

15.12 Communication during Parental leave

- 15.12.1** Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

15.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

15.12.1(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

- 15.12.2** The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

- 15.12.3** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 15.12.1.

16. LONG SERVICE LEAVE

Employees covered by this Schedule are entitled to Long Service Leave in accordance with the provisions of the Long Service Leave regulations made in respect of the (*Victorian*) *Local Government Act 1989* as amended from time to time.

17. PUBLIC HOLIDAYS

- 17.1** An Employee (other than a casual Employee, with the exception of a casual Employee as specified in 4.3.4), shall be entitled to holidays on the following days:

17.1.1 New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day; and

17.1.2 the following days, as prescribed in the relevant States and localities: Australia Day, ANZAC Day, Queen's Birthday, Labour Day; and

17.1.3 Melbourne Cup Day.

- 17.2** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- 17.3** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 17.4** When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 17.5** Where in a State or locality, public holidays are declared or prescribed on days other than those set out in 17.1, 17.2, 17.3 and 17.4, those days shall constitute additional holidays for the purpose of this Schedule.
- 17.6** An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- 17.6.1** An agreement pursuant to 17.6 shall be recorded in writing and be available to every affected Employee.

18. JURY SERVICE

- 18.1** An Employee other than a casual Employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 18.2** An Employee shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee shall give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

PART 6 - ACCIDENT PAY

19. ACCIDENT PAY

The conditions under which an Employee qualifies for accident pay is as prescribed below:

- 19.1** An Employer will pay an Employee accident pay where the Employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Employer pursuant to the provisions of the *Accident Compensation Act 1985* and the *Accident Compensation (WorkCover) Act 1992*.
- 19.2** **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant the *Accident Compensation Act 1985*, the *Accident Compensation (WorkCover) Act 1992* and the Employee's appropriate 38 hour Schedule rate or in the case of a part-time Employee the pro rata Schedule rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said Schedule or pro rata rate for that period.

- 19.3** An Employer will pay or cause to be paid accident pay as defined in 19.2, during the incapacity of the Employee arising from any one injury for a total of 39 weeks whether the incapacity is in one continuous period or not.
- 19.4** The liability of the Employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the Employee's employment for any reason during the period of any incapacity will in no way affect the liability of the Employer to pay accident pay as provided in this clause.
- 19.5** In the event that the Employee receives a lump sum in redemption of weekly payments the liability of the Employer to pay accident pay will cease from the date of such redemption.
- 19.6** Notwithstanding the provisions of this clause:
- 19.6.1** 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.
- 19.6.2** where an Employee has given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the Employee was due to retire or 39 weeks whichever is the lesser period.

Signatories

Executed as an Agreement

Signed for and on behalf of)
Moreland City Council)
90 Bell St, Coburg, Victoria)

Chief Executive Officer

In the presence of)

Witness

Signed for and on behalf of)
the Australian Services)
Union)
116 Queensberry Street)
Carlton South, Victoria)

Appointment

In the presence of)

Witness

Signed for and on behalf of)
the Australian Nursing & Midwifery)
Federation, Victorian Branch)
535 Elizabeth Street)
Melbourne, Victoria)

Appointment

In the presence of)

Witness

Signed for and on behalf of)
the Professionals Australia)
163 Eastern Road)
South Melbourne, Victoria)

Appointment

In the presence of)

Witness