



Latrobe City Council Enterprise Agreement 2021 (No. 9)

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A. Part 1 - APPLICATION AND OPERATION

1. Title

This agreement shall be referred to as the Latrobe City Council Enterprise Agreement 2021 (No. 9).

2. Definitions

See Appendix A for all applicable definitions.

3. Coverage

This agreement shall be binding upon the following parties:

- 3.1. The Australian Municipal, Administrative, Clerical & Services Union (ASU), its officers and members
- 3.2. Association of Professional Engineers, Scientists and Managers, Australia (APESMA) trading Professionals Australia, its officers and members
- 3.3. The Australian Nursing and Midwifery Federation (ANMF), its officers and members
- 3.4. All employees of Latrobe City Council, excluding Chief Executive Officer (CEO) and employees covered by the Local Government Early Education Employee's Agreement (EEEA)
- 3.5. Latrobe City Council
- 3.6. If the Municipal and Utilities Workers Union (MUWU) is formally registered under the Fair Work (Registered Organisations) Act 2009 during the period of this Agreement, it will also be bound by the Agreement. (The Secretary of the MUWU is a signatory of this Agreement as an employee nominated Bargaining Representative.)

4. Date and Period of Operation

This agreement will operate seven (7) days after approval by the Fair Work Commission with a nominal expiry date of 31 August 2024.

4.1. Renegotiation

The parties agree that negotiations to review this Agreement shall commence not less than six (6) months prior to the expiration of this Agreement.

4.2. Previous Agreements

This Agreement completely replaces, in full, any preceding Latrobe City Enterprise Agreement.

4.3. Objectives of Agreement

The terms of the Agreement have been developed to achieve a number of diverse objectives:

- 4.3.1. **Great Service Provision** – we are always in the service of our community and are committed to dynamic and responsive service provision. We encourage organisational agility which builds staff resilience and improves, develops and shapes services for the benefit of the broader Latrobe City community.
- 4.3.2. **Value for Money** – we must be financially sustainable and deliver services which provide value for money to the community and ratepayers. We have a duty to secure economy, efficiency and effectiveness for all ratepayers.
- 4.3.3. **Safe Environment** – commit to a safety first environment. The safety of our employees is not negotiable. All staff regardless of position will take positive action to support their own workplace safety and that of others.
- 4.3.4. **Business Improvement** - through innovation and flexibility Council will deliver high level customer services and service excellence to meet changing operational demands and reflect the broad nature of services that Council provides.
- 4.3.5. **Values and Behaviours** - a resolute commitment to behaviours and values which reflect our collective commitment and responsibility to the community, good governance and sustainability in all that we do.

4.4. Implementation of Agreement

- 4.4.1. It is the intention of this Agreement to capture the terms and conditions provided by parts A, B, C of the previous Agreement. If in the event that a clause has been omitted in error as part of the consolidation process, Council undertakes to honour the provision that has been inadvertently omitted. The undertaking does not apply where a term was deliberately changed as part of the enterprise bargaining process.
- 4.4.2. The parties recognise the importance of establishing mechanisms to ensure that the measures envisaged in this Agreement are reflected in practice.
- 4.4.3. Regular communication and consultation will occur between Council, unions and employees regarding the implementation of this Agreement, through the consultative committee.

4.5. **No Extra Claims**

It is agreed that, for the term of this Agreement, the parties will not make any extra claims on any matters, that form part of this Agreement.

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

5. **The National Employment Standards (NES) and this Agreement**

Council will ensure that copies of this Agreement are available to all employees to whom they apply, either on a noticeboard which is conveniently located in the workplace or through electronic means, whichever makes them more accessible.

- 5.1. The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.
- 5.2. This Agreement will be read in conjunction with the NES.
- 5.3. Where there are matters in the NES which are not specifically included in this Agreement, the provisions of the NES will apply to all employees.
- 5.4. Where the provisions of the NES are more beneficial than the provisions of this Agreement, the provisions of the NES will apply to the extent of any inconsistency.

6. **Individual Flexibility Arrangements**

- 6.1. Council and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of one (1) or more terms of the Agreement in accordance with clause 6.2
- 6.2. The terms Council and the individual employee may agree to vary the application of are those concerning:
 - 6.2.1. arrangements about when work is performed;
 - 6.2.2. overtime rates;
 - 6.2.3. penalty rates;
 - 6.2.4. allowances; and
 - 6.2.5. leave loading;
- 6.3. The arrangement meets the genuine needs of Council and employee in relation to one (1) or more of the matters mentioned in clause 6.2 and the arrangement is genuinely agreed to by Council and employee without coercion or duress.
- 6.4. Council must ensure that the terms of the individual flexibility arrangement:
 - 6.4.1. are about permitted matters under section 172 of the Fair Work Act 2009;
 - 6.4.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 6.4.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 6.5. An arrangement may operate for a specified term, or while the employee is performing a specified role.
- 6.6. Council will ensure that Agreement must:
 - 6.6.1. be in writing;
 - 6.6.2. include the name of Council and of the employee;
 - 6.6.3. be signed by the Council and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- 6.6.4. state each term(s) of the Agreement that will be varied by the arrangement;
- 6.6.5. detail how the arrangement will vary the effect of each term;
- 6.6.6. detail how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the agreed arrangement;
- 6.6.7. the date the arrangement commences to operate;
- 6.6.8. the date the arrangement terminates, if applicable to operate; and
- 6.6.9. except as provided in subclause 6.6.3 the agreement will not require the approval or consent of another person other than Council and the individual employee.
- 6.7. Council will also ensure a representative from Human Resources is involved in the process.
- 6.8. Council must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.9. If Council wishes to enter into an agreement, they shall provide a written proposal to the employee. Where the employee's understanding of written English is limited Council will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.10. Council or the employee may terminate the individual flexibility arrangement by:
 - i. giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if Council and employee agree in writing at any time.
- 6.11. Where clause 6.5 applies to an arrangement, it will terminate on expiry of the specified term, or when the employee ceases to perform the specified role, unless sooner terminated as set out in clause 6.10.
- 6.12. The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an arrangement between Council and an individual employee contained in any other term of this Agreement.
- 6.13. Requests to work part-time resulting in job share arrangements shall be handled in accordance with this section. Job share means where two or more part-time employees share what is in effect one full-time role.

B. Part 2 – CONSULTATION AND DISPUTE RESOLUTION

7. Consultation and Introduction of Change

7.1. Consultation Regarding Major Workplace Change

7.1.1. Council to notify if it:

- i. Prior to making a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
- ii. significant effects which include 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; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

7.1.2. Employees may appoint a representative for the purposes of the procedures of Consultation and Introduction of Change.

7.1.2.1. The employee or employees must advise Council of the identity of the representative; for which Council must recognise the representative.

7.1.3. For a major change referred to in clause 7.1.1 Council must notify the relevant employees and the parties covered by this agreement of the definite decision to consider or introduce the major change.

7.1.4. Council to discuss change

7.1.4.1. Council must discuss with the employees affected and their representatives, if any, regarding the introduction of the changes r

7.1.4.2. eferred to in clause 7.1.1 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

7.1.4.3. The discussions must commence as early as practicable after a definite decision to propose the change has been made by the Council to make the changes referred to in clause 7.1.1.

7.1.4.4. For the purposes of such discussion, the Council must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that Council is required to disclose confidential information the disclosure of which would be contrary to Council's interests.

7.2. Consultation of changes to rosters or hours of work of employees

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

7.3. Council must ensure during the consultation process:

7.3.1. Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

7.3.2. Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

7.3.3. Council must give prompt and genuine consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

7.3.4. The requirement to consult under clause 7.2 does not apply where an employee has irregular,

sporadic or unpredictable working hours.

7.3.5. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8. Grievance / Dispute Avoidance Procedure

- 8.1. Council is committed to successfully resolving disputes in a timely and consultative manner. Should a grievance or dispute arise between Council and any employee (other than termination of employment) relating to:
- A matter arising under this agreement;
 - The NES; or
 - Any other work-related matter (including a dispute about whether workplace rights have been breached).
- 8.2. The party raising the dispute is to formally submit their dispute to the other party as soon as reasonably practicable after the matter arises.
- 8.3. The parties to the dispute may be represented, including by the union, during the dispute. Then the parties shall confer in good faith with a view to resolving the matter by agreement in accordance with the following procedures:

8.3.1. Step 1:

In the first instance, the employee shall discuss their concern with their immediate Supervisor with a view to resolve the issue. If it is inappropriate that the matter is dealt with by the immediate Supervisor, the matter should be escalated to the next level of management. If the parties to the dispute agree on a solution, a time frame for implementation is to be agreed. If the parties to the dispute cannot agree, then proceed to Step 2 at which time the Employee and the employer may nominate a representative to assist in the resolution of the dispute.

8.3.2. Step 2:

The relevant level of Management as determined by Council will meet with the employee and/or the employee nominated representative, with a view to resolution of the issue. If the parties to the dispute agree on a solution, a time frame for implementation is to be agreed. If the parties to the dispute cannot agree, then proceed to Step 3.

8.3.3. Step 3:

The relevant employee-nominated representative and the Human Resources Representative (or other authorised management representative) will meet with a view to resolution of the issue. If the parties to the dispute agree on a solution, a time frame for implementation is to be agreed. If the matter remains unresolved, it may be referred by either party to the Fair Work Commission for conciliation in the first instance and, if the dispute remains unresolved, for arbitration. The parties to the dispute agree to comply with any determination made pursuant to this clause.

Pending the resolution of any matter in accordance with this procedure, work shall continue without disruption. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.

8.3.4. Step 4:

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

Fair Work Commission may deal with the dispute in 2 stages:

- Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.
- Matters relating to a systematic gender equality issue may be referred to the Public Sector Gender Commissioner as part of this step.

Note: *If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

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

- a) an employee must continue to perform their work as they would normally unless the employee has a reasonable concern about an imminent risk to their health or safety;
- b) and an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

8.3.6. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

9. Consultative Committee

- 9.1. The Consultative Committee is committed to cooperatively increase the efficiency, productivity and competitiveness of Latrobe City Council and to enhance training, career opportunities and job security of employees within Latrobe City Council.
- 9.2. Council's Consultative Committee will consist of representatives from management, staff and unions. All Unions that have membership at Latrobe City Council will be extended the opportunity to have 1 representative, with the exception of the ASU which may have up to 5 representatives. Each of the union representatives shall be nominated by the respective union and the local union organiser will advise the Chief Executive Officer of their nomination:
 - i. Management will have 5 representatives nominated by the Chief Executive Officer.
 - ii. Staff will have up to 2 staff representatives nominated.
- 9.3. The Committee will meet at least quarterly as called by the Chair of the Committee.
- 9.4. The purpose of the committee is:
 - i. Monitor the implementation of this Agreement
To serve as a review and consultation body to inform and advise management on matters referred to the committee
 - ii. To provide feedback on the application of the Enterprise Agreement
 - iii. To provide input and review of Operational Policies and Procedures that impact on the employees of the organisation
 - iv. Review and provide input on any proposed Christmas/New Year close down.
 - v. Be consulted on and support the implementation gender equality.
- 9.5. The Committee will review its terms of reference annually.

C. Part 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. Employment Categories

Employees will be employed in one of the following categories:

- i. full-time;
- ii. part-time;
- iii. casual; or
- iv. temporary.

10.1. Full-time Employees

A full-time employee is an employee engaged to work 38 ordinary hours per week.

10.2. Part-time Employees

A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th (hourly) of the minimum weekly rate prescribed in subclause 19.2 (Minimum Weekly Wages) for the work performed under their classification.

10.2.1. An employer may employ part-time employees in any classification in this agreement.

10.2.2. A part-time employee is an employee who:

- i. works less than the full-time hours of 38 per week;
- ii. has a regular pattern of work;
- iii. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2.3. At the time of engagement, the employer and the part-time employee will agree in writing:

- i. a regular pattern of work, specifying 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; or
- ii. work according to the roster to ensure the continuous delivery of service expectations of Council.

10.2.4. Any agreed variation to the hours of work will be recorded in writing.

10.2.5. Council is required to roster a part-time employee for a minimum of one (1) hour on any shift; with the exception of part-time immunisation nurses which will be rostered on for a minimum of three (3) hours on any shift.

10.3. Agreed Additional Hours

A part-time employee may agree to work up to 38 ordinary hours per week at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at hourly ordinary time rates.

10.4. Additional Hours by Direction

Where a part-time employee is directed to work hours in excess of the hours agreed or as varied under clause 10.2.4 (notwithstanding clause 10.3 (Agreed Additional Hours) such hours will be overtime and paid for at the rates prescribed in clause 27 (Overtime).

10.5. Casual Employees

A casual employee is an employee who is engaged to perform work on an occasional or non-systematic or irregular basis and paid as such but does not include a part-time or full-time employee. Casual employees are employed and paid by the hour with a minimum payment of one (1) hour for each engagement, with the exception of:

- i. Casual Immunisation Nurses is a minimum payment of three (3) hours.
- ii. Casual Maternal Child Health Nurses is a minimum payment of two (2) hours.

A casual employee will not be paid for any period of non-attendance.

10.5.1. Casual Loading

In addition to the hourly ordinary time rate payable for shift and weekend work on the same basis as a full-time employee, casual employees will be paid a loading of 25% of the hourly ordinary time rate for the classification in which they are employed as compensation of paid leave (Annual and Personal/ Carers Leave), Annual Leave Loading, and Public Holidays not worked.

10.5.2. Penalties and Overtime

When a casual employee is entitled to penalty rates, including public holiday penalties and overtime; the additional rate of pay will be calculated on the hourly ordinary time rate (base) for the classification in which they are employed, excluding the 25% casual loading.

10.5.3. Termination

The services of a casual employee may be terminated with one (1) days' notice by either the employee or Council, or by the payment or forfeiture of one (1) day's salary at the ordinary rate of pay for the position, as appropriate.

10.5.4. **Re-engagement**

Council must not fail to re-engage a casual employee because of:

- i. the employee or employee's spouse is pregnant; or
- ii. the employee is or has been immediately absent on parental leave.

10.5.5. **Casual Conversion:**

Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits Council to require a regular casual employee to convert. Casual Conversion is not automatic.

A casual employee, has the right to apply to have their contract of employment converted to full-time or part-time employment subject to subclauses (10.5.5.1) to (10.5.5.7) and if the employment is to continue beyond the conversion process whereby:

10.5.5.1. The casual employee has been engaged by council on a regular and systematic basis in one (1) position for a sequence of period(s) of employment over at least six (6) months, providing that by agreement in writing between Council and the employee, this may be 12 months.

10.5.5.2. The average weekly hours worked must have equalled at least five (5) ordinary hours over the six (6) months (or 12 months), in one role, excluding school crossing supervisors and seasonal outdoor pool lifeguards.

10.5.5.3. There is a reasonable expectation by Council, of continuing employment in that role on a regular and systematic basis beyond the conversion process.

10.5.5.4. Council must give the employee notice in writing of the provisions of this clause within four (4) weeks of the employee becoming eligible to apply for conversion.

10.5.5.5. If Council does not comply with clause 10.5.5.4, the employee will retain the right to apply for conversion until such time as Council complies with clause 10.5.5.4

10.5.5.6. A casual employee must apply in writing, electing for casual conversion.

10.5.5.7. Any casual employee who does not apply to convert their contract of employment to permanent employment within four (4) weeks of receiving written notice under clause 10.5.5.4 will be deemed to have elected against any such conversion.

10.5.5.8. **Council may refuse a request for casual conversion if:**

- i. a significant adjustment to the employee's hours of work would need to be made to accommodate them in full-time or part-time employment; or
- ii. it is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 12 months; or
- iii. the casual employee's hours of work will significantly change or be reduced within the next 12 months;
- iv. the work is intermittent, unpredictable or involves hours that are irregular; or
- v. on other reasonable grounds based on facts which are known or reasonably foreseeable

10.5.5.9. Where Council refuses a regular casual employee's request to convert, Council will provide the casual employee with the reasons for refusal in writing within 21 days of the request being made.

10.5.5.10. If the employee does not accept the refusal, this will constitute a dispute that will be dealt with under the grievance/ dispute resolution procedure in clause 8 (Grievance and Dispute Resolution).

10.6. **Temporary Employees**

- 10.6.1. A temporary employee means an employee who is engaged on either a full-time, part-time or casual basis to work in a position that is temporary in nature which includes:
- i. a specific project, task or tasks;
 - ii. to relieve in a vacant position arising from an employee taking approved leave, whether the leave is planned or unplanned.
 - iii. to take up a position specifically created to meet Council obligations under a funding Agreement with another level of government or another agency where that funding is for a fixed term.
- 10.6.2. Council will not dispense with a permanent position for the purpose of creating temporary position(s).

10.7. **Traineeships and Apprenticeships**

- 10.7.1. Latrobe City Council is committed to the direct employment of trainees and apprentices where possible and will enable and enhance these activities through the provision of internal and external resources, including appropriate supervision.

10.8. **Advice of Employment**

- 10.8.1. At the time of engagement, Council will inform each employee of the terms of their employment including:
- i. the status of the position;
 - ii. the Position Description;
 - iii. the classification of the position;
 - iv. the relevant rate of pay (the hourly, weekly or annual salary rate, including any applicable allowances and loadings);
 - v. the actual number of hours;
 - vi. a starting location, where appropriate, for the commencement of their daily duties (see clause 12.1).
- 10.8.2. All employees engaged by Council (with the exception of casual positions) will be subject to a probationary period. The probationary period will be for a period of six (6) months.

11. **Position Descriptions and Multiskilling**

11.1. **Position Descriptions on Commencement**

Each employee will be provided with a current and accurate position description at the time of the commencement of their employment with Council.

11.2. **Content of Position Descriptions**

The position description will clearly identify the requirements, including the objectives and key outcomes, and include as a minimum:

- i. the accountability and extent of authority of the position
- ii. the level of judgement and decision-making skills required
- iii. specialist skills and knowledge required to undertake the duties of the position
- iv. managerial Skills required for the position
- v. interpersonal Skills required for the position
- vi. qualifications and experience required for the position

11.3. **Review of Position Descriptions**

- 11.3.1. Position Descriptions will be reviewed annually in line with performance appraisals and review process.
- 11.3.2. Council or the employee may at any time initiate a request, to review their Position Description and the relevant classification if it is considered appropriate to do so in circumstances where changes to the duties of the position have been or are proposed to be made

11.3.3. Position Descriptions cannot be altered without mutual agreement between Council and the employee/s affected. The Human Resources Team will be part of the review process.

11.3.4. Where Agreement cannot be reached then Grievance / Dispute Avoidance Procedure, in accordance with clause 8 (Grievance / Dispute Avoidance Procedure) will be utilised.

11.3.5. The provisions of this clause do not apply to Senior Executive Officers (see clause 58).

11.4. **Banding Level Progression**

11.4.1. Employee progression from one level to the next level within a classification will not be automatic and is subject to achievement of the following:

- i. Completion of a full twelve (12) months of continuous service
- ii. Meeting the established performance objectives as determined by the annual performance appraisals and review process.

11.5. **Multiskilling**

11.5.1. Council will encourage and support employees to participate in appropriate training and development opportunities, in accordance with clause 53.3 (Training and Career Development), to facilitate flexibility and multiskilling.

11.5.2. Council may direct an employee to carry out any duties which are within the limits of the employee's skills, capabilities, experience and/or qualifications, and which the employee is able to carry out safely and competently. This will include performing duties that are marginal and/or incidental to the employee's major duties. The following conditions will apply:

11.5.2.1. where the work is within the employee's classification (Band) or is work at a lower classification (Band), there will not be any reduction in the employee's salary while undertaking such work.

11.5.2.2. where the work is of a higher classification or Band, the provisions of clause 25 (Higher Duties) will apply.

11.5.2.3. Any direction issued under this clause will be consistent with Council's obligation to provide a safe and healthy working environment.

12. **Worksite Flexibility and Starting Location**

12.1. **Starting Location**

12.1.1. Every employee, on commencing employment with Council, will be allocated a starting location or locations which will, subject to the provisions of this clause, be the starting location or locations of their daily work.

12.1.2. A starting point means a workshop, depot, office or facility to which the employee is usually assigned, or any other designated starting and/or finishing point within the municipality.

12.1.3. Any employee may be assigned more than one (1) starting point where multiple starting points form part of the nature and requirements of the employee's work or role.

12.1.4. For Aged and Disability Support Workers and Maternal Child Health Nurses, the normal starting point will be the premises of the first client of the day, or as otherwise specified in the agreed employee's roster.

12.2. **Changes to Starting Location**

12.2.1. Council may change the normal starting point of an employee, or group of employees, by giving the employee, or group of employees, four (4) weeks' notice (or such other period as may be agreed), in writing, of the change, providing that the change:

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

13. **Termination of Employment**

The provisions of this clause supplement the provisions of the NES.

13.1. Notice of Termination by Council

13.1.1. Council must not terminate an employee's employment unless the employee has been given written notice of the date of the termination (which cannot be before the date on which the notice is given).

13.1.2. In order to terminate the employment of an employee, Council must give to the employee the following period of notice:

Period of Continuous Service	Period of Notice
One (1) year or less	One (1) Week
More than one (1) year but not more than three (3) years	Two (2) Weeks
More than three (3) years but not more than five (5) years	Three (3) Weeks
More than five (5) years	Four (4) Weeks

13.1.3. In addition to the notice periods specified in clause (13.1.2), employees over 45 years of age at the time of Council giving notice, who have completed at least two (2) years' continuous service, are entitled to one (1) additional week of notice.

13.1.4. Payment, at the employee's ordinary rate of pay, in lieu of the notice periods outlined in sub-clause 13.1.2 and in accordance with sub-clause 13.1.3 may be made if the relevant notice period is not required to be worked, by mutual agreement.

13.1.5. Where relevant, the total amount payable in respect of notice must be calculated on the basis of:

- 13.1.5.1. amounts ordinarily payable to the employee in respect of their ordinary hours, including:
- i. allowances, loading and penalties; and
 - ii. any other amounts payable under the employee's contract of employment.

13.1.6. The period of notice in this clause does not apply to:

- 13.1.6.1. a case of serious misconduct that justifies dismissal without notice;
- 13.1.6.2. temporary employees engaged for a specified maximum period of employment; or a specific task or tasks who have reached the end date of their appointment;
- 13.1.6.3. trainees whose employment under a Council traineeship agreement or an approved traineeship with Council for a specified period or is, for any other reason, limited to the duration of the agreement; and/or
- 13.1.6.4. casual employees.

13.2. Notice of Termination by an Employee

13.2.1. The notice of termination required to be given by an employee is the same as that required of Council as set out in clause 13.1.2, except that there is no requirement on an employee to give additional notice based on their age.

13.2.2. If an employee fails to give the required notice, Council may withhold from any monies due to the employee on termination under this Agreement or the NES. With respect to any amounts withheld, must not exceed the amount the employee would have been paid under this Agreement; in respect of the period of notice required by this clause, less any period of notice actually given, or worked, by the employee.

13.2.3. An employee may seek to request not to work the relevant notice period. If agreed by Council, payment, at the employee's ordinary rate of pay, in lieu of the notice period/s is to be made if the relevant notice period is not required to be worked.

13.2.4. Council will process the employee's final payment including any unused leave entitlements, less any applicable tax at the conclusion of the current pay cycle of the employee's cessation.

13.3. Job Search Entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

13.4. Abandonment of Employment

- 13.4.1. An employee who has been absent for a period of ten (10) working days without approval and has not demonstrated that they were absent with a reasonable cause, will be deemed to have abandoned their employment without notice, and their employment will be terminated.
- 13.4.2. Council will make a reasonable effort to contact the employee, and their emergency contact, during the period of absence and before their employment is terminated under this clause.
- 13.4.3. The date of the employee's termination will be the date of the employee's last attendance at work or the last approved day of absence.

14. Employment Protection

14.1. Amalgamation or Separation of Council

- 14.1.1. In the event of the state government adjusting the boundaries of the municipality in any way the following conditions shall apply to employees transferred to the successor municipality:
 - 14.1.2. An employee of Latrobe City Council shall continue as an employee of the post restructured Council or any successor body and be employed by the successor municipality in a position and be classified according to the duties and responsibilities of the position having regard to the Local Government Award 2015 and current Enterprise Agreement.
 - 14.1.3. If an employee is employed in a position in the successor municipality that has a salary/wage lower than the salary/wage applicable to their position in the Council, an allowance equivalent to the difference shall be paid. The allowance shall be adjusted from time to time to take into account any applicable National Wage Case adjustment applied to the award. Any increase in salaries expressed as a percentage arising out of any enterprise agreement or any general increase in salaries/wages in the local government industry.
 - 14.1.4. The employee may at any time request that their union representative or other nominated representative be present during any negotiations to represent their interests.
 - 14.1.5. Any agreement under these sub clauses 14.1.2 – 14.1.4 shall be provided to the employee and kept on the employees file by the successor municipality and made available for inspection with the consent of the employee to their nominated representative.

14.2. Use of Agency Hire Staff

- 14.2.1. Where applicable Council will minimise the use of agency hire staff. If a vacancy occurs in an established position, Council will decide within three (3) months whether the position will be refilled on a permanent basis.

15. Redeployment / Retraining / Redundancy

The below clauses do not apply to casual or temporary employees.

15.1. Redeployment and continuation of employment

- i. the parties are committed to, wherever possible, redeploying any employee whose position has been made redundant.
- ii. emphasis is placed on redeployment to promote job security for existing employees acknowledging the skills and capabilities of our workforce.
- iii. all vacant positions shall be identified by Council. Redeployment shall have precedence when filling a vacant position at the same or lower classification, subject to suitable skills and experience.
- iv. employees and the Unions acknowledge that a position is not redundant by virtue of the fact that the duties may be varied from time to time to meet organisational requirements and that there is no entitlement to

redundancy benefits contained in this Agreement as a result of such variation. For the purposes of this clause, "variation" means changes of a minor nature not exceeding 30% of the key objectives of the position. The major consideration in determining whether the position is redundant will be whether the skills experience and qualifications required to satisfactorily complete the duties have significantly altered from those required prior to any variation.

- v. Council shall make available to an employee any relevant information pertaining to a vacant position that has been notified to the employee.
- vi. where two (2) or more employees apply for the same position, appointment shall be determined in accordance with Council's recruitment and selection procedures and practices.
- vii. if no suitable positions have been identified for redeployment, the employee will be entitled to redundancy payment in accordance with clause 15.2 (Redundancy).
- viii. the redeployment will be subject to a monthly review for a period of twelve 12 weeks to help establish the employee in the position, to address any issues that arise and look at options necessary to fulfil this agreement. As a last resort, if during the review period, either Council or employee finds that the employee is not suitable to the new position; and Council finds that the employee is not suitable to any other vacant position at the equivalent classification the employee will be entitled to redundancy.

15.1.1. **Redeployment to positions of the same classification**

Where the employee is offered redeployment to vacant positions at the same classification:

- i. The employee will have ten (10) working days to consider the offer and during this time Council shall make available any relevant information pertaining to a vacant position that has been notified to the staff member. The period of ten days may be varied by mutual agreement.
- ii. Redeployment to a position of the same classification is voluntary

Upon acceptance of redeployment by the employee, Council shall confirm the new arrangement in writing.

15.1.2. **Redeployment to a lower classification/salary level position**

Where the employee is offered redeployment to a vacant position at a lower classification/salary level:

- i. The employee will have ten (10) working days to consider the offer and during this time Council shall make available any relevant information pertaining to a vacant position that has been notified to the staff member. The period of ten days may be varied by mutual agreement.
- ii. Council will encourage acceptance of the offer by providing 12 months' salary maintenance and providing additional training.
- iii. The employee shall not be paid less than the highest level of the classification they are being redeployed to.
- iv. Redeployment to a lower classification/ banded position will be voluntary.

Upon acceptance of redeployment by the employee, Council shall confirm the new arrangement in writing.

15.2. **Redundancy Benefits**

15.2.1. **Eligibility**

To be eligible for redundancy benefits a person must:

- i. be employed by Council on a permanent full-time or part-time basis.

15.2.2. **Ineligibility**

Employees ineligible for redundancy payments include:

- i. any employee engaged as a temporary employee for a specific period of time or for a specified task or tasks who have reached the end date of their appointment.
- ii. any senior officer who has entered a contract of employment that contains specific redundancy benefits.

- iii. any employee who has redundancy benefits within their employment Agreement should their position be made redundant. In such circumstances the employee will be entitled to the higher benefit.
- iv. casual employees.
- v. probationary employees.
- vi. apprentices and trainees.
- vii. an employee who has abandoned their employment with Council (see clause 13.4 - Abandonment of Employment).
- viii. employees terminated as a consequence of serious misconduct that justifies dismissal without notice.

15.2.3. **Payment in lieu of Notice**

A lump sum payment equivalent to four (4) weeks' pay in lieu of notice.

- i. employees over 45 years of age with not less than two years continuous service, shall be entitled to an additional amount equivalent to one (1) weeks' pay.

15.2.4. **Severance**

A lump sum payment equivalent to two (2) weeks' pay for each year of completed service (to a maximum of 48 weeks' pay) with Council, its legal predecessor or any Victorian municipality where that service has been continuous service.

In calculating redundancy entitlements under this clause of this Agreement, completed years of service for Council, its legal predecessor and any other Victorian municipality shall exclude any service for which a redundancy benefit has already been paid whether by this Council, one of its legal predecessors or any other municipality whether in existence at the time of the redundancy or not.

For the purposes of determining continuous service, this shall be deemed to be continuous where any single interruption does not exceed six (6) calendar months.

15.2.5. **Lump Sum Payments**

In addition to the severance payments outlined in sub-clauses 15.2.3 – 15.2.4 above, redundant employees will be entitled to a lump sum payment of \$10,000.

15.2.6. **Outplacement and Other Services**

A program of outplacement, financial planning or other specialist services will be provided by Council for employees made redundant:

- i. Council will set aside up to a maximum of \$3,000 per individual for these programs. The actual amount spent on the program will reflect the circumstances of the redundancy situation.
And /or
- ii. Time off for job search activities (up to one day per week during the notice period to a maximum 13 days). Satisfactory evidence of attendance at interviews must be produced at the request of the employer.

15.2.7. **Motor Vehicles**

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

- i. Where a motor vehicle is considered part of an employee's salary package for the purposes of this clause, no payment shall be made but the value of the motor vehicle in accordance with the salary package agreement and Council's Motor Vehicle Policy shall form part of the employees 'rate of pay' for the purposes of determining the payment to be made pursuant to sub-clauses 15.2.3 – 15.2.4

Note: These values are in line the Motor Vehicle Operational Policy and maybe adjusted from time to time.

- ii. Where a motor vehicle in accordance with Council's Motor Vehicle Policy is provided in circumstances other than those specified in sub-clause 15.2.7 (i), the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the relevant amount in Latrobe City Council's Motor Vehicle Policy by 52 and adding that payment to an employee's

weekly rate of pay for the purposes of determining the payment to be made pursuant to sub-clauses 15.2.3 – 15.2.4.

15.2.8. **Housing**

A lump sum payment for the loss of Council subsidised housing equivalent to the value of the market rent for the house less any employee contribution multiplied by the number of weeks of severance pay entitlement pursuant to sub-clauses 15.2.3 – 15.2.4.

15.2.9. **Long Service Leave**

If the employee has more than five years' service at the date of redundancy the employee will be entitled to payment for pro rata long service leave in accordance with the Act or the relevant regulations.

15.2.10. **Senior Officers**

Where a senior officer's position is made redundant:

- i. they may elect to take a redundancy payment in accordance with their employment contract entered into with Council; or
- ii. they may elect to be paid out in accordance with this Clause; and
- iii. they shall not be entitled to be paid out under both this Clause and their employment contract;
- iv. redundancy payments shall be no less than whatever is in this Agreement.

15.3. **Transfer of Business and Re-assignment of Services**

15.3.1. **Relationship with the Fair Work Act**

The provisions of this clause supplement the provisions of the Fair Work Act 2009 (Act). Council will comply with the provisions of the Act and clause 7 (Consultation), in relation to any proposed transfer of business as defined in the Act. Terms used in this clause that are defined in the Act (transferring employee, new employer) have the meaning given to them in the Act.

15.3.2. **Transfer of Business / Reassignment of services**

Where a business or part of a business is transferred from Council to another employer and the employee, who at the time of such transfer was an employee of the Council, becomes an employee of the new employer.

15.3.2.1. Definitions:

- i. "business" includes trade, process, business or occupation and includes part of any such business; and
- ii. "transfer" includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or operation of law, and "transferred" has a corresponding meaning. "Transfer" also includes the process of reassignment to another community-based agency.

15.3.2.2. Any transferring employee who is transferred to the new employer shall:

- i. Carry with them all existing annual leave, long service leave, and redundancy entitlements in accordance with then provisions of this Agreement.
- ii. Have their continuity of employment deemed not to have been broken by reason of such transfer;
- iii. Have the period of employment which the employee has served with Council or any prior Council, deemed to be service of the employee with the new employer.
- iv. Not be subject to any minimum employment period for unfair dismissal purposes, or qualifying or probationary period with the new employer.
- v. Any employee who is not offered employment with the new employer, or does not elect to become an employee of the new, and who is not redeployed within Council, will be paid a redundancy payment in accordance with the provisions (Clause 15.2 and its subclauses) of this Agreement.
- vi. The transferring employee can request in writing that Council to pay out any outstanding Annual Leave and Long Service Leave entitlements to the employee.

- vii. An employee who is redeployed to another position within Council in accordance with the redeployment provisions set out in clause 15.1, will not be paid a redundancy payment.
- viii. An employee may refuse an offer to become employed by a new employer as a result of a transfer of business. Employees who do not believe the transfer is in their best interests or who are unsatisfied with the agreed transfer conditions can opt to take up the redundancy provisions in this Agreement.

15.3.2.3. The transfer of services, through a process of re-assignment to another community-based agency, will only occur if the terms and conditions of employment are equal to those enjoyed by those employees of Latrobe City Council and that the relevant unions agree. If this is unable to be achieved, then the transfer will only occur if redundancy or compensation entitlements are agreed to by the relevant unions to this Agreement.

- i. Latrobe City Council will establish a working party comprising Council, Union and employee representatives to investigate, evaluate and recommend to the parties the particular provisions for such terms and conditions of employment.
- ii. Council also makes a commitment to facilitating a process whereby the terms and conditions of employment at the new community-based agency may be able to be enshrined in an enterprise agreement, any such agreement to be developed in conjunction with relevant unions to this Agreement.
- iii. Where an employee accepts an offer of employment from the new employer pursuant to Clause (15.3.2), and within six months of engagement:
 - a) the new employer's business is placed in liquidation, or
 - b) the employee is retrenched or terminated for any reason (other than for serious and wilful misconduct), Latrobe City Council shall pay the employee an amount representing the difference between the benefit received from Latrobe City Council pursuant to Clause (15.3.2) and the amount they would have received had they been retrenched under Clause 15.2 of this Agreement

15.3.2.4. Council will ensure that the terms and conditions of employment paid by the new employer on the date of transmission are no less favourable by:

- i. including in any specifications that minimum standards will apply to transferred staff in accordance with the Award or its successor, Certified Agreements or Agreements under Seal and Local Government Long Service Leave Regulations
- ii. ensuring the continuity of the employment of the employee is deemed not to have been broken by reason of such transfer;
- iii. ensuring the period of employment which the employee has had with Latrobe City Council is deemed to be the length of service of the employee.
- iv. Entitled Long Service Leave at the point of transfer can be accessed by the former employee whilst in the employ of the new employer;
- v. Annual Leave entitlements at the point of transfer will be paid out to the employee upon transfer of business occurring;
- vi. Entitled personal / carers leave entitlements at the point of transfer can be accessed by the former employee whilst in the employ of the new employer;
- vii. Subject to legislative constraints, transferred employees will be compensated so that they will not be disadvantaged in so far as superannuation entitlements are concerned; and
- viii. An ex-gratia payment shall be paid to the employee in accordance with clause 17 of the Victorian Local Authorities Award 2001.

16. Best Value

Council is committed to ensuring that the principles of the Local Government (Best Value Principles) Act 1999 are incorporated into seeking the best value in providing services.

Under s208B of the Local Government (Best Value Principles) Act 1999, the Best Value Principles are:

- all services provided by a Council must meet the quality and cost standards required under the Act;

- all services must be responsive to the needs of its community;
- each service must be accessible to those members of the community for whom the service is intended;
- a Council must achieve continuous improvement in the provision of services for its community;
- a Council must develop a program of regular consultation with its community in relation to the services it provides; and
- a Council must report regularly to its community on its achievements in relation to these principles.

In applying the Best Value Principles, a Council may take into account, among other factors:

- the need to review services against the best on offer in both the public and private sectors;
- an assessment of value for money in service delivery;
- community expectations and values;
- the balance of affordability and accessibility of services to the community;
- opportunities for local employment growth or retention;
- the value of potential partnerships with other councils and state and the commonwealth governments; and potential environmental advantages for the Council's municipal district.

If a decision is made to tender a service, an in-house bid shall be part of the process unless the parties agree otherwise and providing that the highest standards of integrity can be maintained and that any legal advice sought deems there are no conflicts of interest or potential for those involved in the development of the in-house bid to be considered to have had access to privileged information or information that is non-public information about the business, its operations, staffing, risk and legal exposures. Sufficient time will be provided for the preparation of the in-house bid, which will be prepared in consultation with the employees affected. All resources necessary in the preparation of the bid will be provided by Council.

Where the tendering process will result in redundancies, the provisions of Consultation and Introduction of Change (Clause 7) and Redeployment, Retraining, Redundancy (Clause 15) will be initiated.

16.1. Individual Staff Tendering for Council Services

An employee, who successfully tenders for provision of a service as an external contractor, shall not be entitled to any redundancy payments.

D. Part 4 – OCCUPATIONAL HEALTH and SAFETY

17. Occupational Health and Safety

17.1. Healthy & Safe Working Environment

Council is committed to providing a safe and healthy work environment for all its employees.

Council's approach to occupational health and safety recognises that it is the responsibility of management and employees to work cooperatively to ensure ongoing and active prevention of injury and illness in the workplace. Accordingly, we will:

- Comply with the *Occupational Health and Safety (OHS) Act 2004* and all associated Regulations, Codes of Practice and Australian Standards.
- take all necessary and practical steps to provide and maintain a healthy and safe working environment through the ongoing implementation of a health and safety management system;
- agree to a process of consultation between Council and staff including health and safety representatives in the workplace
- agree to use the OHS issue resolution procedure to ensure that occupational health and safety issues are effectively resolved;
- ensure the ongoing delivery of occupational health and safety training programs aimed at maximising staff input into the identification, assessment and control of hazards;
- ensure effective rehabilitation of injured workers and an early return to work program in accordance with Council's rehabilitation and return to work policy; and

- vii. ensure health and safety representatives are allowed time off with pay to attend Worksafe approved Safety training and time off work with pay as necessary to exercise their powers in accordance with the OHS Act.

17.2. Medical Examinations

- 17.2.1. Council may require an employee to attend a functional capacity assessment, selected by the employee from a panel of providers nominated by council at council's expense if:
 - i. Council has a genuine concern about an employee's capacity to safely undertake the inherent requirements of their duties.
 - ii. An employee who has been on personal leave for at least six (6) consecutive weeks and has a certificate indicating further need for personal leave, to enable council to identify any support or adjustments which may be made to assist or facilitate the employee's return to work.
- 17.2.2. The medical practitioner selected in the above subclauses paragraph must:
 - i. Have expertise relevant and appropriate to the issues under the consideration or of concern
 - ii. Take into consideration any information or evidence provided by the employee's treating practitioner.

If no suitable specialist is available on the panel, the opinion of an appropriate specialist will be sought.
- 17.2.3. Failure to comply with the requirements, including the notice and/or evidence requirements may result in the employee not being approved Personal Leave.
- 17.2.4. If personal leave is not paid the employee has the following options:
 - i. Take other paid leave (Annual Leave or Long Service Leave) for part or all of the period of absence.
 - ii. Use accumulated accrued time i.e. Time off in Lieu or banked or accumulated Accrued Days Off
 - iii. Work make up time
 - iv. Take unpaid leave, if approved

17.3. Accident Make-up Pay

17.3.1. Definition of Accident Make-up Pay

Accident Make-up pay means a weekly payment of an amount being:

The difference between the weekly amount of compensation paid to the employee pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* and the employee's appropriate minimum weekly wage (pro-rata for part-time employees).

17.3.2. Council liability

- 17.3.2.1. Council will pay an employee accident make-up pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of Council pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013*.
- 17.3.2.2. Council will pay accident make-up pay as defined in clause 17.3.1, during the incapacity of the employee arising from any one (1) injury for a total of:
 - i. Thirty-nine (39) weeks whether the incapacity is in one (1) continuous period or not, for Child Care Workers and Maternal and Child Health Nurses and Immunisation Nurses;
 - ii. Twenty-six (26) weeks whether the incapacity is in one (1) continuous period or not for all other employees.
- 17.3.2.3. The liability of Council to pay accident make-up pay in accordance with this clause will start from the date of the injury or accident where an employee is unable to work (incapacity) and compensation is payable. Council will remain liable to pay accident make-up pay if the employee's employment is terminated for any reason during the period of any incapacity, as provided in this clause.

17.3.2.4. Notwithstanding the provisions of this clause:

- i. the liability to pay accident make-up pay to a casual, temporary or employees who retire; accident make-up payments will cease when their employment ceases or 26 weeks (39 weeks for Child Care Workers and Maternal and Child Health Nurses and Immunisation Nurses), whichever is the lesser period.
- ii. where an employee had given notice of their 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 (39 weeks for Child Care Workers and Maternal and Child Health Nurses and Immunisation Nurses), whichever is the lesser period.
- iii. Council is not liable to pay accident make-up pay where an employee holds additional employment external to Council that may be impacted by the injury or illness

17.4. Prescription Glasses Damage

17.4.1. An employee whose prescription glasses, inclusive of prescription safety glasses, are damaged during the course of employment may submit a claim form to subsidise replacement spectacles. Payment will be subject to relevant incident form being completed and received by Human Resources. The request needs to be approved by employee's Manager in consultation with the Manager People & Culture.

17.4.2. This clause will not apply:

- i. if the damage or destruction was caused by the employee's own actions or negligence, or failure to adhere to safe work practices
- ii. the prescription glasses were lost outside the course of ordinary duties
- iii. when an employee is entitled to Worker's Compensation in respect of the damage.

17.5. Healthy Organisation Workgroup Program

17.5.1. Funds will be allocated to programs designed to improve the health and well-being of employees. Council will set aside a minimum of \$12,000 per financial year for this purpose and a proportion of these funds will be committed to programs and activities targeted to staff outside of the Council Headquarters.

17.5.2. The Healthy Organisation Workgroup (HOW committee) is given responsibility for developing this program and the membership of the HOW committee is encouraged to be from diverse geographical locations

18. Equal Employment Opportunity

18.1. It is unlawful to sexually harass any person or discriminate against any person on the grounds of age, breast feeding, carer status, disability/impairment, employment activity, gender identity, industrial activity, lawful sexual activity, marital status, parental status, physical features, political belief or activity, pregnancy, race, religious belief or activity, sex, sexual orientation or personal association with someone who has, or is assumed to have, one of these personal characteristics.

18.2. Council recognises its positive duty as an employer to eliminate discrimination, sexual harassment and victimisation by taking all reasonable and proportionate measures to ensure the safety of the workforce. These measures will include ensuring employees undertake relevant training, regular assessment of compliance, and provision of measures to ensure compliance and achieve improvement.

18.3. Specific mechanisms, including Human Resources policies and procedures, will continue to be developed and reviewed to meet these objectives.

E. Part 5 – MINIMUM WAGES AND RELATED MATTERS

19. Minimum Weekly Wages

19.1. General Classifications

- 19.1.1. All employees (except for Senior Officers) covered by this Agreement for the purpose of determining salary will be classified according to the relevant classification structure set out Clause 57 - 60, with the exception of clause 58 (Senior Officers and Senior Executive Officers).
- 19.1.2. The classification of all positions will be determined by Council according to the skills required by the employee in order to carry out the principal functions of their employment.
- 19.1.3. Council will advise employees in writing of their classification on engagement of employment, see clauses 10.8 – Advice of Employment). Council will also advise employees in writing any subsequent changes to their classification, subject to clause 11 – Position Descriptions).
- 19.1.4. If the classification of the position is considered to be incorrect, the employee or their representative may request a formal review of the classification (see clause 11.3 – Review of Position Descriptions).

19.2. Minimum Weekly Wages

- 19.2.1. The minimum weekly wages for each classification will be as set out in APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

19.3. Junior Rates

Junior employees will be paid the full appropriate wage rate for each classification set out in APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

19.4. Apprentices

This clause of the Agreement apply to apprentices:

- 19.4.1. The weekly minimum wage rates for are as follows:

- 19.4.1.1. Four (4) year apprenticeship

Year	% of the Standard Rate (Band 3)
1st year	55%
2nd year	65%
3rd year	75%
4th year	90%

- 19.4.1.2. Three (3) year apprenticeship

Year	% of the Standard Rate (Band 3)
1st year	55%
2nd year	70%
3rd year	90%

- 19.4.2. An adult apprentice will be paid no less than the minimum weekly rate for Band 3 Level A in APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

- 19.4.3. All apprentices will be incremented within the banding classification subject to Council's Annual Salary Review Process.

- 19.4.3.1. The wage rate of level increments within the classification will be in accordance with clauses 19.4.1.1 and 19.4.1.2.

- 19.4.4. While the parties recognise that Council is under no obligation to retain apprentices upon the completion of their apprenticeships, Council will consider retaining such employees if a suitable position is available. In addition where possible will enable and enhance these activities through the provision of internal and external resources, including appropriate supervision.

19.5. Supported Wage System

The supported wage system will be implemented in accordance with Schedule B of the *Victorian Local Government Award 2015*, as varied from time to time.

19.6. School-Based Apprentices

School-based apprentices will be managed in accordance with Schedule C of the *Victorian Local Government Award 2015*, as varied from time to time. The minimum weekly rates of pay applicable to apprentices shall be in accordance with Schedule C of the Victorian Local Government Award 2015, plus five (5) cents.

19.7. National Training Wage Trainees

National training wage trainees will be managed in accordance with Schedule D of the *Victorian Local Government Award 2015*, as varied from time to time. The minimum wages for a trainee shall be in accordance with Schedule D of the Victorian Local Government Award 2015, plus five (5) cents.

19.8. Annualised Salaries**19.8.1. Annual Salary Instead of Agreement Provisions**

19.8.1.1. Notwithstanding any other provision of this agreement, Council may negotiate and pay an employee an annualised salary higher than that of the salary associated with their classification, in lieu of any or all of the following provisions of the agreement:

- i. Minimum wages – clause 19;
- ii. Allowances – clause 22 ;
- iii. Higher duties – clause 25;
- iv. Overtime and Penalty Rates– clause 27 ; and
- v. Annual Leave loading – clause 34

19.8.1.2. The annualised salary must be sufficient to cover what the employee would have been entitled to within the year if all required payments were made. An additional payment may be taken in the form of non-salary benefit such as an employer provided motor vehicle, as part of their Total Remuneration Package, if Council chooses to do so.

19.8.1.3. Senior Officers are employed on contract subject to annualised salary agreements.

19.8.2. Annual Salary Not to Disadvantage Employees

19.8.2.1. The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).

19.8.2.2. The annual salary of the employee must be reviewed by Council at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

19.8.2.3. For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in clause 19.2 (Minimum Weekly Wages) and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

19.8.3. The Annualised Salary Agreement must:

19.8.3.1. Be provided to the employee in writing and signed by both parties

19.8.3.2. State the date the arrangement commences

19.8.3.3. Contain the classification for the role – whether it is a banded position and level or Senior Officer Contract.

19.8.3.4. Contain a provision that the employee will receive no less under the annualised salary agreement than the employee would have been entitled to if all agreement obligations had been

met. This also must take into account of the value of the provision of matters considered by the agreement such as private use vehicle provided by Council.

19.8.3.5. Contain details of any other non-salary benefits provided to the employee such as a Council provided motor vehicle;

19.8.3.6. Be reviewed annually to ensure that the compensation is appropriate having regard to the agreement provisions which are satisfied by the payment of the annualised salary.

19.8.3.7. Contain details of any salary package arrangements, including the annual salary that is payable.

19.8.4. An Annualised Salary Agreement may be Terminated:

19.8.4.1. by the Council or the employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

19.8.4.2. at any time, by written agreement between the employer and the employee.

i. Senior Officers and Senior Executive Officers who are on an annualised salary agreement will remain on an annualised salary agreement for the life their contract.

19.8.4.3. On termination of an annual salary agreement, the employee will revert to the agreement entitlements unless a new annual salary agreement is reached.

20. Payment of Wages

20.1. Payment Method

Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

20.2. Unauthorised Non-Attendance

20.2.1. An employee not attending for duty as a result of their own actions, except as provided in this Agreement, will not be paid for the time of such unauthorised non-attendance.

20.2.2. Where an employee, as a result of their own actions, works less than their contracted hours a week, the employee will be paid for the actual time worked.

20.3. Approved Payroll Deductions

20.3.1. An employee can nominate to enter into a payroll deduction arrangement with Council in accordance with Councils approved list, where by an amount is deducted from the employees fortnightly pay and paid monthly by Council to another department, organisation or entity.

20.3.2. Requests should be in writing or on available forms and include the name of the department, organisation or entity, the amount and start date of the deduction.

20.3.3. Council will continue to make these deductions unless directed in writing by the employee to cease such deductions.

20.4. Salary Sacrificing

20.4.1. Council shall consider and offer salary sacrifice arrangements to enable employees to take advantage of appropriate packaging options, provided that such options are cost neutral to Council. Salary sacrifice arrangements must be within the applicable taxation, legal and administrative guidelines and may be varied from time to time to reflect changes to these guidelines.

20.4.2. Employees should seek their own independent financial advice before entering into any salary packaging arrangement.

20.4.3. Salary sacrifice arrangements may cease at any time at the discretion of either the employee or Council if a cost is incurred.

20.4.4. Where a motor vehicle is provided by Latrobe City Council as part of a total remuneration package, the value of the vehicle usage component may be cash convertible for the purposes of salary packaging providing the total of the remuneration package does not change.

20.4.5. Employees will accept the cost of any fringe benefits tax payable

21. Salary Increases – Quantum and Timing

21.1. First Payment

From the first full pay period after 1 September 2021 all full-time employees will receive an increase of 1% (inclusive of any superannuation increase advised that year), or; 0.50% below the gazetted rate cap (inclusive of any superannuation increase) whichever is greater of their current weekly base rate of pay.

Part time and casual employees will receive an increase on a pro rata basis

Refer to APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

21.2. Second Payment

From the first full pay period after 1 September 2022 all full-time employees will receive an increase of 1% (inclusive of any superannuation increase advised that year), or; 0.50% below the gazetted rate cap (inclusive of any superannuation increase advised that year) whichever is greater of their current weekly base rate of pay.

Part time and casual employees will receive an increase on a pro rata basis

Refer to APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

21.3. Third Payment

From the first full pay period after 1 September 2023 all full-time employees will receive an increase of 1% (inclusive of any superannuation increase advised that year), or; 0.50% below the gazetted rate cap (inclusive of any superannuation increase advised that year) whichever is greater of their current weekly base rate of pay.

Part time and casual employees will receive an increase on a pro rata basis

Refer to APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

21.4. Senior Officers on Contract

This section is to be read in accordance with clause 58 (Senior Officers) and the definition of both Senior Officers (SOs) and Senior Executive Officers (SEOs), as part of APPENDIX - DEFINITIONS

21.4.1. The increases to base rate of pay as outlined in sub-clauses 21.1 to 21.3 are not payable to the Chief Executive Officer (CEO), his direct reports (excluding the Executive Assistant Chief Executive Officer) and staff who are currently employed under a Senior Officer Agreement in accordance with Section 95A of the *Local Government Act 1989 (Vic)*. Any increase payable to these staff will be determined in accordance with their individual employment contracts for the remainder of their contract.

21.4.2. From 24 March 2020 the *Local Government Act 1989 (Vic)* is repealed and is replaced by *Local Government Act 2020 (Vic)* whereby section 95A no longer exists. Council will continue to employ senior officers under a maximum five (5) year contract and:

- i. Defines Senior Officers as:
 - a member of Council staff who has management responsibilities and reports directly to a General Manager or to the Chief Executive Officer and their total remuneration package exceeds the Senior Officer threshold as in Appendix B
- ii. All new staff, with the exception of the CEO who are appointed under a new Senior Officer Agreement from the effective date of the legislation will be employed under a maximum five (5)

year contract, in accordance with the terms of this Enterprise Agreement and will be entitled to the increases to base rate of pay outlined in sub-clauses 21.1 to 21.3.

22. Allowances

22.1. Payment of Allowances

22.1.1. The allowance rates are set out in APPENDIX – ALLOWANCES

All annual allowances will be paid pro-rata for eligible part time employees.
All allowances are processed on a fortnightly basis.

22.1.2. The following allowances will continue to be absorbed into the annual salary of employees:

- i. All uniform allowances.
- ii. Cleaning of uniform allowances.
- iii. Bank allowances.
- iv. Garbage allowances.
- v. Dead animals allowance.
- vi. Protective clothing allowances.

22.1.3. Unless otherwise specified, the below allowances will be paid on periods of approved paid leave.

22.1.4. Unless other specified, allowances will be paid at the standard rate (see APPENDIX - DEFINITIONS

22.1.5. , for the definition of the Standard Rate)

22.2. Adjustment of Allowances

22.2.1. All allowances applicable to this Agreement as set out in APPENDIX – ALLOWANCES

All annual allowances will be paid pro-rata for eligible part time employees.
All allowances are processed on a fortnightly basis.

22.2.2. will be increased annually in accordance with the salary increase (percentage increase) as outlined in clause 21 and be applied from the first pay period on or after 1 September each year.

22.3. Vehicle Allowance and use of Private Vehicles

22.3.1. Vehicle Allowance

22.3.1.1. Where Council requires an employee to use their private vehicle (see clause 22.3.2 – Use of Private Vehicles 24.4.2) in the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:

Vehicle	Allowance per Kilometre
Motor Vehicle	\$1.05

22.3.1.2. Council will require an employee to record full details of all such official, approved travel requirements in a logbook.

22.3.2. Use of Private Vehicles

22.3.2.1. Council will provide wherever possible reasonable access to Council fleet pool vehicles for staff to access for work related purposes, unless providing own vehicle is part of conditions of employment.

- i. Should there be no access to a Council vehicle, the employee must seek permission from their supervisor to utilise their personal vehicle for work related travel.

22.3.2.2. The employee is responsible for ensuring the vehicle is registered, roadworthy and has appropriate comprehensive insurance prior to utilising their private vehicle for work related travel.

22.3.2.3. Unless a Council vehicle is supplied, a kilometre allowance is payable by Council to the employee who has been approved to use their private vehicle in the following circumstances:

- i. when the employee is required to conduct client visits at the client's home address or other nominated location.
- ii. when the employee commences ordinary working hours at a different location if situated further than ordinary workplace.
- iii. when the employee is required to relocate to another location after the commencement of ordinary hours.
- iv. the employee is called back to duty or when required to attend emergency works/ call-outs, or other professional associations during working hours.

22.3.2.4. Where the employee's private vehicle incurs damage while travelling to conduct Council business during work time, as per the agreed roster, the following will apply:

- i. where proof of comprehensive insurance, registration (and roadworthy/service record) has been provided and receipt of excess paid, Council will reimburse the employee the cost of any excess required by the insurer of the employee's vehicle, plus the value (if any) of no claim bonus lost by the employee as a result of the insurance claim for repair of the damage to the vehicle.
- ii. the total maximum reimbursement shall not exceed \$800 for any one accident.

22.4. First Aid Allowance

22.4.1. Where Council appoints a nominated employee who holds an appropriate first aid qualification to perform first aid duty for other employees suffering illness or injury at Council workplaces, the employee will be paid a weekly allowance of 70% of the standard rate.

22.4.2. The payment of first aid allowance as referred in sub-clause 22.4.1 will not apply where the requirement to hold a first aid certificate is a requirement of the position.

22.5. Remote Response Allowance

22.5.1. This clause applies to:

- i. Children and Family Services
- ii. Information Technology
- iii. Aged and Disability
- iv. Emergency Management
- v. Engagement And Customer Focus
- vi. Or any other employee as directed by Council from time-to-time.

22.5.2. An employee will be paid the remote response allowance if they are directed and required by Council to be available to do the following outside the employee's span of ordinary hours of work:

- to respond to telephone calls and other messages, and/or
- to telephone for or to provide work instructions.

22.5.3. An employee who is in receipt of a Remote Response Allowance must be available at all times to immediately take action, including but not limited to:

- i. responding to telephone calls or messages;
- ii. providing advice over the telephone, computer and/or social media platforms ('telephone fixes' or advice);
- iii. arranging the call out and/or rostering of other employees;
- iv. contacting and providing advice or information to other employees, clients or community members; and/or
- v. monitoring and/or addressing issues by remote telephone and/or computer access.

22.5.4. Where an employee fails to comply with the requirements of sub-clause 22.5.2 and 22.5.3 the allowance will not be paid.

22.5.5. An employee who is performing Remote Response duties will be paid a daily Remote Response Allowance as follows:

Days on Remote Response	Allowance
Monday to Friday (or first 5 rostered days)	1 Hours pay per day – at 65% of the standard rate
Saturday (or first rest or non-rostered day)	1.5 hours per day – at 65% of the standard rate
Sunday (or second rest or non-rostered day) and public holidays	2 hours per day – at 65% of the standard rate
Weekly (7 Consecutive days)	8.5 hours – at 65% of the standard rate

22.5.6. An employee in receipt of a Remote Response Allowance will be paid the applicable overtime rate for the time actually worked in dealing with each particular matter.

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

22.5.8. The employee will be required to maintain and provide a time sheet of the calls or messages received, time the call taken, and the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

22.5.9. If an employee in receipt of the Remote Response Allowance is required to return to work, this will be deemed to be a call out and paid in accordance with clause 22.7 (Call out Payment).

22.6. Availability Allowance

22.6.1. This clause applies to the following areas/positions:

- i. Local Laws Officers;
- ii. Building Maintenance;
- iii. Or any other employee as directed by Council from time-to-time.

22.6.2. An employee directed by Council to be available for duty outside the employee's ordinary working hours will be deemed to be on-call for the purpose of responding to out of hours emergency operational issues. An employee who is on availability (stand-by) must be able to be immediately contacted and respond to a request within 30 minutes to attend the work request.

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

22.6.4. Where the employee is required to perform availability duties, the employee will be paid an availability allowance each day equivalent to:

Availability	Allowance
Monday to Friday (or first 5 rostered days)	1 hour pay per day – at the standard rate
Saturday (or first rest or non-rostered day)	3 hours per day – at the standard rate
Sunday (or second rest or non-rostered day) and public holidays	4 hours per day – at the standard rate

Weekly (7 Consecutive days)	12 hours – at the standard rate
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22.6.5. Where an employee with the prior agreement of their Manager delegates part of the standby duty to another employee then the allowance will be paid pro rata to each employee equivalent to the availability allowances in sub-clause 22.6.4.

22.7. Call Out Payment

22.7.1. An employee who is required to be available on as per clause 22.6 (Availability Allowance) and in receipt of an availability (standby) allowance will be paid at the appropriate overtime rate in accordance with clause 27.12 for time required to attend work.

22.7.1.1. Subject to sub-clause 22.7.1, employees will receive a minimum payment of two (2) hours for the first call-out on any day. All other subsequent call-outs will not attract a minimum payment and will be paid at the appropriate overtime rate in accordance with clause 27.12 for the actual time required to attend work.

22.7.1.2. Any call out that continues beyond 11:59pm or is continuous from the previous call out will continued to be paid at the appropriate overtime rate. No new minimum payment will apply that is specified in sub-clause 22.7.1.1.

22.7.2. Any additional call outs which fall within minimum payment of the two hour of a call out will not attract an additional payment unless the work continues beyond the 2nd hour, in which case the employee will be paid at the appropriate overtime rate for the actual time worked.

22.7.3. Where the call out is continuous with the completion or commencement of the employee's ordinary hours (subject to a meal break (see clause 26.5), if applicable), the employee will be paid for the actual time worked only, at the appropriate overtime rate.

22.7.4. For the purposes of sub-clauses 22.7.1.1 and 22.7.1.2, the call out payment commences when the employee leaves home, and concludes when the employee returns home.

22.7.5. Call Out Payment for Additional Employees

22.7.5.1. Where an employee who is in receipt of an availability (standby) allowance and needs to call other employees to assist in an emergency response then those additional employees so called, shall receive payment at their current banding/classification level in accordance with the relevant overtime rate (Refer to clause 27.12 Overtime Payments).

22.8. Meal Allowance

22.8.1. An employee will be entitled to with an unpaid meal break (refer to clause 26.5) of at least 30 minutes and a meal allowance \$21.01 where the employee:

22.8.1.1. Works more than ten (10) hours' in a continuous shift;

22.8.1.2. Is recalled to work overtime in excess of two (2) continuous hours after leaving their place of work before the employee has had the opportunity to have a meal at a recognised meal time; or

22.8.1.3. Is required to work overtime of a minimum of four (4) hours' which is not an ordinary working day.

22.8.2. An employee will be provided with an unpaid meal break (refer to clause – 26.5) of at least 30 minutes and will be paid a subsequent Meal Allowance of \$13.10, where:

22.8.2.1. Council requires the employee to work an additional four (4) hours of overtime following the receipt of a first meal allowance.

22.8.2.2. The employee is recalled out to work overtime in excess of four (4) hours after leaving their place of work, and commences overtime after they have had the opportunity to have a meal at a recognised meal time (see appendix A for definition of recognised meal time).

22.8.3. When a Meal Allowance is not payable:

22.8.3.1. Where the employee has been given at least 24 hours' notice of the requirement to work overtime;

22.8.3.2. Where the employee works less than the requirements in sub-clauses 22.8.1.1 and 22.8.1.2;

22.8.3.3. Where an employee is attending an event, training or function that has been paid by Council, where food is included in the cost of attending;

22.8.3.4. When the employee is called out to work (refer to clause 22.7 - Call Out Payment), unless the total call out time exceeds four (4) hours, or when the call out is continuous with the commencement of the employee's ordinary hours.

22.9. Maintenance Allowance

22.9.1. Employees who are required by Council to take charge of any plant and equipment and carry out routine maintenance (22.9.1.1) and minor repairs will be entitled to an additional weekly payment of 125% of the standard rate of any of the following items of plant and machinery:

- i. Graders
- ii. Tractors with implements (e.g. slasher, reach mower)
- iii. Backhoe / Front end loader
- iv. Mechanical Street Sweeper
- v. Flocon / Jet Patcher
- vi. Front Deck Mower
- vii. Turf Gang Mower
- viii. Chainsaws and Wood Chippers
- ix. Skid Steer Loaders
- x. Trucks
- xi. Rollers
- xii. Elevated Work Platform
- xiii. Travel Tower
- xiv. Forklift
- xv. High Pressure Drain & Pit Cleaning Machinery
- xvi. Excavator,
- xvii. Road or footpath roller

22.9.1.1. **Routine maintenance includes:**

- i. Lubrication/greasing
- ii. Cutting blade replacement and sharpening
- iii. Any routine maintenance that needs to be undertaken that has been noted on the daily plant inspection fault report
- iv. Changing channel brushes and wide sweep brooms
- v. Housekeeping (cleaning inside and out)

22.9.2. The allowance may be paid as a weekly or a daily allowance as appropriate. The daily rate will be one fifth (1/5) of the weekly allowance up to a maximum of the weekly allowance.

- 22.9.3. Council will consult with employees on the required routine maintenance and/or minor repairs to be undertaken and provide training on the maintenance and minor repair requirements of all plant and equipment which will attract the Maintenance Allowance.
- 22.9.4. The allowance will only be paid to the employee when appointed by Council to undertake and complete maintenance and/or minor or running repairs to the satisfaction of Council.
- 22.9.5. The allowance will be paid on any period of authorised paid leave.
- 22.9.6. When Council requires another employee to relieve and perform any task subject to clause 22.9.1, such employee will receive 40% of the daily allowance per day of relieving up to a maximum of 40% of the weekly allowance.

22.10. Industry Allowance

- 22.10.1. Operational, trade and outdoor field-based employees engaged in Bands 1 to 5, will be paid an hourly allowance at 3% of the standard rate to compensate for any of the following adverse working conditions:
 - i. climatic conditions when working in the open on all types of work;
 - ii. the physical demand of having to climb stairs or ladders or work in confined spaces;
 - iii. dust blowing in the wind on construction sites and similar conditions to employees engaged on the maintenance of roadways, footways, etc.;
 - iv. sloppy or muddy conditions associated with all types of construction and maintenance;
 - v. dirty conditions caused by use of form oil or green timber;
 - vi. drippings from newly poured concrete;
 - vii. the requirement of working on all types of scaffold and the use of makeshift appliances having regard to the demands of the job
 - viii. the lack of usual amenities associated with factory work.
 - ix. working at waste depots, waste collection and/or waste transfer stations (other than employees engaged to work in enclosed weighbridges)
- 22.10.2. The Industry Allowance forms part of the employee's ordinary rate of pay, for all other purposes of this Agreement.
- 22.10.3. A part-time employee will be paid the allowance pro-rata, based on the actual ordinary hours worked per day under adverse working conditions, as defined in clause 22.10.1.
- 22.10.4. The Industry Allowance is paid on periods of paid leave.
- 22.10.5. **Ineligibility**
The Industry Allowance will not apply to employees in the following categories of employment:
 - i. Home and Community Care Support Worker;
 - ii. Cleaner;
 - iii. Local Laws Officers
 - iv. Weighbridge Attendant;
 - v. Store person (Where a Store person, as part of their normal duties, is regularly required to perform those duties outdoors in adverse conditions as set out in clause 22.10.1, the allowance will be payable)
 - vi. Carpenter.

22.11. Tool Allowance – Trade Persons and Apprentices

- 22.11.1. Council will provide all tools, instruments and equipment ordinarily required by employees in the performance of their duties.
- 22.11.2. However, where it is agreed between Council and an employee that the employee will supply and maintain tools, instruments or equipment, and the employee actually supplies, maintains and uses the required tools, instruments or equipment, the employee will be paid an additional weekly amount of 80% of the standard rate (for allowance rates - see APPENDIX – ALLOWANCES)

All annual allowances will be paid pro-rata for eligible part time employees.
All allowances are processed on a fortnightly basis.

22.12. Trade Allowance

22.12.1. Operational and trade based employees who have a nationally recognised trade qualification, will be paid a weekly Trade Allowance of 1% of the standard rate. The employee will only receive the allowance if their trade skills are required for the role under which they are employed. Recognition of prior learning (RPL) may be used to grant this status if all the national industry competency standards are met.

22.13. Sweeper Duties Allowance

22.13.1. This allowance only applies to street sweeper operators.

22.13.2. Where a street sweeper operator is required by Council to undertake any sweeper duties prior to 7:30am the employee will be paid an allowance of 20% of the standard rate for the time worked prior to 7:30am.

22.13.3. These duties will be undertaken by a pre-determined roster, and the allowance applied as necessary in accordance with sub-clause 22.13.2.

22.14. Home and Community Care Support Workers – Specific Allowances

22.14.1. Travel Vehicle Allowance

22.14.1.1. Where a Home and Community Care Support Workers is required to travel between two or more clients in any one day they will be compensated for travel expenses incurred for kilometres travelled between the first and successive client. Compensation will be at the rate in accordance with clause 22.3.1.

22.14.1.2. Travel will not be paid from home to the first job or from the last job to home.

i. In instances where a Home and Community Care Support Worker is required to travel more than 15 kilometres to a single job, with no follow on clients; the Home and Community Care Support Worker will be paid the Travel Vehicle Allowance for all kilometres travelled over 15 kilometres.

22.14.1.3. Home and Community Care Support Workers need to also comply with the requirements as specified in clause 22.3.2 – use of private vehicles.

22.14.2. Travel Time payment

22.14.2.1. In addition to the Travel Vehicle Allowance as specified in clause 22.14.1, Home and Community Care Support Workers will be paid travel time between clients and to pick up their roster and drop off time sheets on the basis of one minute per kilometre (60 kms for 60 minutes) and will be paid at their relevant level within Band 1 for travel time.

22.15. Nurses – Specific Allowances

22.15.1. Standard Rate

For the calculation of allowances under this clause, the standard rate shall be \$1023.80, and will be increased annually in accordance with the salary increase (percentage increase) as outlined in clause 21 (Salary Increases) and APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY and be applied from the first pay period on or after 1 September each year.

22.15.2. Higher Qualifications Allowance

22.15.2.1. In addition to the weekly salary, a Nurse who holds a relevant qualification of a nursing maternal and child health or midwifery background will be paid the Higher Qualifications Allowance as set out below:

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

- i. only one allowance is payable, being the highest qualification held.
- ii. in considering whether a component of the qualification is relevant, the nature of the qualification and the employee's current employment are the main criteria.
- iii. Other considerations may include:
 - the clinical or other area of work of the employee
 - the employee's Position Description
 - whether the qualification would assist the employee in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the work area in which the employee is employed.
- iv. An employee claiming entitlement to this allowance must provide Council with appropriate evidence that the employee holds the qualification for which the allowance is claimed.
- v. The allowance is paid for certificates or qualifications which have been successfully completed. It will not be paid on the completion of certain subjects or part of the certificate or qualification.
- vi. The above allowance shall be paid during all periods of paid leave.

22.15.3. Shift Allowance

- 22.15.3.1. Nurses who are required to work evening sessions as ordinary hours that finish after 7.00 pm (refer to clause 26.3 – 26.4) shall be paid an evening penalty allowance of 2.5% for all hours worked on that day in addition to hours worked in excess of the daily or weekly ordinary hours between Monday and Friday paid at the appropriate overtime rate as prescribed in clause 27 (overtime).

23. Reimbursement of Expenses

23.1. Allowable Expenses

23.1.1. Council will reimburse an employee for reasonable expenses incurred in the course of the employee's authorised duties, where these expenses are incurred at the direction and with the approval of Council.

23.1.2. Allowable expenses include:

- i. out-of-pocket expenses
- ii. course fees and materials, and other associated costs agreed to by Council
- iii. accommodation
- iv. travelling expenses and fares (subject to sub-clauses 22.3 - Vehicle Allowance and the use of Private Vehicle and 53.3 – Training and Career Development)
- v. tools, instruments or special equipment

23.2. Proof of Payment

23.2.1. When making claims for reimbursement, employees must submit official receipts substantiating allowable expenses, or a statutory declaration, where the receipt is lost or where Council agrees that obtaining a receipt is impractical.

24. Superannuation

24.1. Superannuation Legislation

24.1.1. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*

and the *Superannuation (Resolution of Complaints) Act 1993*, deals with the superannuation rights and obligations of Council and employees.

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

24.2. **Employee Choice**

24.2.1. Employees have the opportunity to choose their own compliant superannuation fund. If an employee does not nominate a superannuation fund, Vision Super will be the default superannuation fund for Council employees.

24.2.2. An employee may only request a change of nominated superannuation fund once a year.

24.3. **Employer Contributions**

24.3.1. Council will use Vision Super's clearing house facility to administer superannuation.

24.3.2. Council must make such superannuation contributions to a superannuation fund for the benefit of an employee under superannuation legislation.

24.3.3. Superannuation will be paid for all employees on all ordinary hours worked by the employee, after earning a minimum of \$450 before superannuation is contributed.

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

24.3.5. Council will provide employees the option of soft compulsion superannuation payments, adjusted once per annum. Further adjustments may be approved in extraordinary circumstances.

24.4. **Voluntary Employee Contributions**

24.4.1. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Council to pay on behalf of the employee a specified amount from the both pre-taxation or post-taxation wages of the employee. Payments will be made into the same superannuation fund as Council makes the superannuation contributions provided for in clause 24.3.

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

24.4.3. Council must pay the amount authorised under sub-clauses 24.4.1 or 24.4.2 no later than 28 days after the end of the month in which the deduction authorised 24.4.2 was made.

24.5. **Superannuation Fund**

24.5.1. To comply with superannuation legislation, Council is required to make the superannuation contributions provided for in clause 24.3 to another superannuation fund that is chosen by the employee and pay the amount authorised under clauses 25.4.1 or 25.4.2 to one of the following superannuation funds or its successor:

- i. Vision Super; or
- ii. any superannuation fund to which Council was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- iii. a superannuation fund or scheme which the employee is a defined benefit member of.

24.6. **Superannuation Whilst Absent From Work**

24.6.1. Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 24.3 and pay the amount authorised under clauses 24.4.1 or 24.4.2:

24.6.1.1. Council Paid leave—while the employee is on any paid leave;

- 24.6.1.2. Work-Related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
- i. the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - ii. the employee remains employed by Council.

25. Higher Duties

- 25.1. An employee directed or appointed to relieve in a higher-level position where the employee is required to perform the substantive functions of the role for more than one day will be paid at the level A of that classification.
- 25.2. Where an employee performs higher duties and is in receipt of a higher hourly ordinary time rate of pay for three (3) continuous months or more immediately prior to commencing a period of paid Annual Leave or paid personal/carer's leave the leave shall be paid at the higher hourly ordinary time rate of pay.
- 25.3. The amount of Annual Leave or personal/carer's leave that is paid at the higher hourly ordinary time rate of pay shall be proportional to the amount of Annual Leave or personal/carer's leave accrued whilst performing the higher duties work.

F. Part 6 – Hours Of Work And Related Matters

26. Ordinary Hours of Work and Rostering

26.1. Customer Service and Service Delivery

- 26.1.1. To provide for great efficiency in the workplace and to better meet customer requirements, the parties recognise the need for flexibility in hours of operation and hours worked by employees.
- 26.1.2. This Agreement will enable services to be available to customers at times they require through the use, where appropriate, of: rosters; a flexible approach to working at various locations (see clause 12 - Worksite flexibility and starting point); and the accrual of hours worked by employees (see clauses 28 – Time in Lieu and 31.2 - Accrued Days (ADO) or Rostered Days Off (RDO)).

26.2. Ordinary Hours of Work

- 26.2.1. For the purpose of the National Employment Standards (NES), ordinary hours of work under this Agreement are 38 per week (not including unpaid breaks). It may be that 38 such ordinary hours be averaged out, and that 76 ordinary hours are not exceeded in consecutive two (2) week period, or 152 ordinary hours in consecutive four (4) week period.
- 26.2.2. The ordinary hours of work for employees may be set by a roster which will cover the relevant work arrangement applicable to the role or work area.
- 26.2.3. The start and finish times of work on any day within the span of hours will be determined by Council according to work requirements, and from time to time may be varied by Agreement between the employee(s) and Council.

26.2.4. Employees may be required to work in accordance with the hours specified for the work area or location, irrespective of the span of ordinary hours specified in clause 26 (Current span of ordinary hours).

26.3. Current Days on which Ordinary Hours can be Worked

26.3.1. Except as otherwise provided in clauses 26.3.2, the days on which an employee's ordinary hours can be worked are Monday to Friday.

26.3.2. The days on which the ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday inclusive:

- i. Latrobe Leisure Services
- ii. Creative Venues Events And Tourism

26.3.3. An employee who works ordinary hours on a Saturday or Sunday, other than in a role or work area specified in clauses 26.3.2, will be entitled to weekend penalty rates in accordance with clause 27 - Overtime

26.4. Current Span of Ordinary Hours

26.4.1. The span of ordinary hours of work will be between 6.00 am and 6.00 pm, with not more than ten (10) hours to be worked on any day, except for employees engaged in the following roles or work areas, where the span of ordinary hours will be as specified below:

- i. Child Care Workers – 6:30am – 6:30pm, with not more than eight (8) hours to be worked on any one day;
- ii. Maternal Child Health Nurses and Immunisation Nurses - 7.00am to 7.00pm, with not more than ten (10) hours to be worked on any day;
- iii. Aged and Disability – Home and Community Care Services - 7.00am to 7.00pm, with not more than ten (10) hours to be worked on any day;
- iv. Creative Venues Events And Tourism, anytime with not more than nine (9) hours to be worked in any continuous period (except for a meal break)
- v. Latrobe Leisure Services – 5:30am – 11:30pm, with not more than nine (9) hours to be worked in any one day.

26.4.2. An employee may be required to work ordinary hours outside of the span of ordinary hours specified in clause 26.4.1, provided that the employee is paid penalty rates in accordance with clause 27- Overtime for the actual hours worked outside the span of hours.

26.5. Breaks

26.5.1. An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes.

26.5.2. In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

26.5.3. Council may require an employee in any of the following roles or work areas to remain at their place of work during the meal break if a replacement employee is not reasonably available which may include the following areas, but not limited to:

- i. Service Centre Staff;
- ii. Contact Centre;
- iii. Theatre Technicians and Front of House Supervisor/s at Latrobe Performing Arts Centre;
- iv. Events Staff;
- v. Latrobe Leisure Staff;
- vi. Planned Activity Group (PAG) services;
- vii. or any other employee/ work area as directed by Council from time-to-time

26.5.4. Where the employee is required to perform work during their meal break in accordance with clause 26.5.3, the employee will receive a paid meal break of at least 30 minutes.

26.6. Rosters and Changes to Rosters

26.6.1. Where an employee's hours of work are set by a roster, the roster will be prepared by Council and will:

- i. cover the work arrangement applicable to the employee's work area;
- ii. show the employee's normal starting and finishing times;

- iii. be available to employees at least seven (7) days before the commencement of the roster period, as far as practicable.
- 26.6.2. The employee's ordinary hours of duty on any day are the hours specified on the roster for that day.
- 26.6.3. Employees will be provided with at least a minimum of 48 hours' notice of any change to their roster. A roster can be altered by Council with mutual agreement at any time. This notice period may be waived in instances of serious injury, illness or emergency.
- 26.6.4. If 48 hours' notice has not been provided, the employee will be paid at the appropriate overtime rate(see clause 27 – Overtime) for all hours worked which were not on the roster for the day, subject to clause 26.6.5
- 26.6.5. The employee will not be eligible for a penalty payment under clause 26.6.4, if the alteration to the roster:
- i. was made by the employee, or
 - ii. was made by mutual agreement, or
 - iii. has come about through circumstances beyond Council's control or for which Council cannot be reasonably held responsible.
- 26.6.6. An employee's regular roster can be altered by Council in accordance with sub-clause 26.6.3, however where-ever possible in providing seven (7) days' notice to the employee (also see clause 7.2 - Consultation about changes to rosters or hours of work).
- 26.6.7. Where practicable, two (2) weeks' notice of any rostered day or days off should be given, provided that the days off may be changed by Agreement, or through other causes over which Council has no control.

27. Overtime

27.1. This clause does not apply to employees engaged under the following clauses:

Clause No.	Title
58	Senior Officers and Senior Executive Officers

- 27.2. Employees from time-to-time, may be requested to work reasonable amounts of overtime.
- 27.3. Overtime provisions must be read and applied in conjunction with the spread of hours provisions applicable to the relevant area / group of employees as per clauses 26.3 Ordinary hours of work and 26.4 Current days on which ordinary hours can be worked.
- 27.4. The provisions of this clause may exclude employees with an agreed flexible work arrangement, see clause 31. Additional provisions may also be provided for in the various Schedules.
- 27.5. This clause (Overtime) does not apply to employees where it is customary for the employee to return to their place of employment on any day to perform a specific task (included, but not limited to, dropping off vehicle, paperwork) which is outside their ordinary working hours and the time worked is one hour or less on each occasion. This will be paid at Ordinary Rates.
- 27.6. Unless otherwise provided, and excluding part-time employees working mutually agreed additional hours / days up to 38 hours per week, overtime means all work performed at the direction of Council:
- i. in excess of the employee's ordinary weekly hours as specified in clause 26 - Ordinary Hours of Work and Rostering.
 - ii. on days outside of the ordinary working days for the employee as specified in clause 26 - Ordinary Hours of Work and Rostering.
 - iii. in excess of the maximum ordinary hours on any day as specified in clause 26 - Ordinary Hours of Work and Rostering.
- 27.7. Overtime rates will apply to part-time and casual employees only when the hours performed exceed eight in any day within the normal spread of hours or otherwise specified in clause 26, or exceed the weekly ordinary hours of work for a full-time employee (38 hours).

Requirements	Hours	Rate
Overtime – Monday - Friday Inclusive	First (2) two hours	Time and a half (1.5hrs)
	Time thereafter	Double time (2.0hrs)
Overtime – Saturday • Minimum payment of two (2) hours worked * <i>(Saturday is taken to commence at 12:00am and finish at 11:59pm on Saturday)</i>	First (2) two hours	Time and a half (1.5hrs)
	Time thereafter	Double time (2.0hrs)
Overtime - Sunday • Minimum payment of two (2) hours worked* <i>(Sunday is taken to commence at 12:00am and finish at 11:59pm on Sunday)</i>	All Hours Worked	Double time (2.0hrs)
Overtime – Public Holidays • Minimum payment of two (2) hours worked*	Full-time and part-time employees – within ordinary rostered hours	Time and a half (1.5hrs) in addition to the employee's normal hours for the day.
	Casuals	Time and a half (1.5hrs) for hours worked.
	Full-time and part-time employees - Outside of ordinary rostered hours	Double time and a half (2.5hrs) for hours worked, in addition to the employee's normal hours for the day.
*The payment of penalty rates for casual employees is subject to clause 10.5.2 – Casual Penalties and Overtime.		

27.8. No overtime will be worked without the prior approval of the employee's Line Manager. An employee may work overtime without approval where the urgency of the work requires it within the best use of Council resources.

27.9. Council may require any employee to work reasonable overtime paid at overtime rates. An Employee may refuse to work overtime in circumstances where the working of such overtime would be considered unreasonable. In determining whether additional hours are reasonable or unreasonable the following should be taken into account and read in conjunction with the NES:

- i. any risk to the employee's health and safety;
- ii. the employee's personal circumstances including any family responsibilities;
- iii. the need of Council;
- iv. the notice (if any) given by Council
- v. the employee's intention to refuse it; and
- vi. any other relevant matter.

27.10. When overtime work is necessary wherever practicable, it will be arranged so that an employee works not more than 16 hours in any period of 24 consecutive hours.

27.11. Where overtime is continuous, and it commenced on the previous day, the minimum payment of hours in clause 27.12 will not apply for the new day.

27.12. Overtime Penalties:

28. Time-In-Lieu

28.1. Time-in-lieu is Council's preferred method of compensation for overtime worked.

- 28.2. Where it is agreed that it shall be taken as Time in Lieu, it shall be granted at the rate of time and a half for each hour of overtime worked, that is in excess of the ordinary hours (38 hours per week) and/or outside the spread of hours.
- 28.3. There may be a need for standing approval in some situations, such as emergency teams, in which case the responsible line Manager/Supervisor is to inform the relevant General Manager of these emergency overtime arrangements.
- 28.4. The minimum period of overtime which will be approved is half an hour.
- 28.5. Time-in-lieu balances will be maintained through Council's HR Self Service system as a Time sheet entry. Staff will be required to submit their TIL/ Overtime timesheets through HR Self as soon as possible after the overtime is worked.
- 28.6. Staff are required to submit a leave request through HR Self Service when the time-in-lieu is to be taken.
- 28.7. Accrued Time-in-Lieu balances must be taken at a mutually convenient time and within two (2) months of the overtime being worked unless Manager approval has been granted to be used at an agreed alternative time. The approval of the responsible line Manager/Supervisor must be obtained before time-in-lieu is taken.
- 28.8. The maximum amount of time-in-lieu to be accumulated is 38 hours, pro-rata for part time employees. Where requests to accumulate more than 38 hours, pro-rata for part time employees, are made, the line Manager/Supervisor will be required to seek the approval of the relevant General Manager.
- 28.9. An employee that reaches this limit pursuant to sub clause 28.8 will be required to reduce their time in lieu accrual before accruing further time in lieu.

29. Rest Period After Overtime

- 29.1. Where reasonably practicable, working hours should be arranged so that an employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts.
- 29.2. An employee must notify their supervisor if they have worked overtime and not had a ten (10) hour break as soon as practicable prior to the commencement time of the next working day.
- 29.3. If on the instructions of Council, an employee continues work or recommences work without having had the ten (10) hour break, the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to ten (10) hours off duty before recommencing work and will be paid for any hours they would have normally worked while on the ten (10) hour break.

30. Call-back

- 30.1. An employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving Council premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Employees will not be deemed to be on call-back where the employee works overtime continuous with the employee's ordinary hours.
- 30.2. Any employee who is called back to work will be paid for a minimum of two (2) hours' work at the appropriate overtime rate for each time so recalled. Any additional call-backs occurring within two (2) hours of the initial call back will not attract any additional payment. An employee working on a call back will be paid the appropriate overtime rate from the time that such employee departs for work.
- 30.3. The employee will not be required to work the full two (2) hours if the job that the employee was recalled to perform is completed within a shorter period. This clause will not apply in situations where the call-back is continuous (subject to a reasonable meal break) with the commencement of the employee's ordinary hours of the following shift.

31. Workplace Flexibility Arrangements

- 31.1. Council will provide access to a range of flexible working arrangements to enable employees to achieve a balance between their work and their personal commitments and responsibilities, subject to this clause.
 - 31.1.1. Flexibility arrangements will be subject to mutual agreement between Council (Manager/Supervisor) and the employee.
 - 31.1.2. Council will ensure that a human resources representative is involved in the process.
 - 31.1.3. The employee may appoint a representative if they wish

- 31.1.4. Consideration will be given to all requests that seek flexibility in hours of work. Flexibilities can include, but are not limited to:
- i. staggered start and finish times;
 - ii. opportunity to work part-time;
 - iii. flexible work starting and finishing locations (including working from home);
 - iv. accrued and rostered days off (ADO/ RDO's);
 - v. job share;
 - vi. options to accrue Time in Lieu (TIL) rather than be paid penalty rates for overtime.
- 31.1.5. In regard to requests for changes to accommodate an employee's parental or carer responsibilities, Council will consider such requests in accordance with the provisions of the Equal Opportunity Act 2010 (Vic) and any other relevant legislation. No request will be unreasonably refused without consideration of all of the circumstances and may only be declined on reasonable business grounds and in accordance with the provisions of the NES. In assessing each request reasonable consideration must be given to:
- i. Reduction (if any) of customer service.
 - ii. Disruption (if any) to operations of the employee's Team or other Council service.
 - iii. Suitable OHS, WorkCover and Insurance arrangements in place.
 - iv. Security and confidentiality of Council records.
 - v. Cost implications to Council.
 - vi. Equipment requirements and establishment.
 - vii. Hours of work.
 - viii. Suitable network access and communication arrangements provided.
- 31.1.6. Council will provide a written response to applications for flexible working arrangements within a maximum of 21 days of receiving a written application from an employee. Council will ensure that a representative from Human Resources is involved in the process.
- 31.1.7. In the event a request for flexible working arrangement is declined employees can access the Grievance / Dispute Avoidance process - clause 8.
- 31.1.8. Council in consultation with the employee will conduct an annual review of the flexible working arrangement to assess reasonable viability of the arrangement continuing, adjusted or be terminated.

31.2. **Accrued Day Off (ADO) and Rostered Day Off (RDO)**

The parties agree that the Council Community is entitled to expect the continuous provision of relevant services and accrued and rostered days off should not impact upon Council's provision of those services.

The below clause excludes Nurses, with requirements as specified in the Nurses award.

31.2.1. **Accrued Day Off (ADO)**

Full-time employees may have access to an ADO arrangement subject to the operational requirements of the work area, and clause 31.2.1.1:

- 31.2.1.1. The following general principles will apply to the provision of an ADO:
- i. 19-day four (4) week arrangement- eight (8) hours per day, on average;
- 31.2.1.2. ADO's may be taken on any rostered day, and may vary from work period to work period. ADO's taken will be by Agreement between Council and the employee, subject to the operational requirements of the work area.
- 31.2.1.3. Staff members that have an agreed 19 day month ADO arrangement must record the day taken as ADO in HR Self Service.
- 31.2.1.4. An employee may be required to work on their proposed ADO subject to clauses 31.2.3.9. and 31.2.3.10

31.2.2. Rostered Day Off (RDO)

Council may implement RDO arrangements subject to operations requirement of the work area.

31.2.1.1. The basic general principles will apply to the provision of a RDO:

- i. 9-day fortnight arrangement- eight point four five (8.45) hours per day, on average;

31.2.2.1. Where a public holiday coincides with an RDO, affected employees will take a substitute day in the pay cycle or as soon as practicable thereafter.

31.2.2.2. Where a RDO coincides with a period of bereavement leave, long service leave, workers compensation, sick leave, annual leave, or special leave granted by Council, no additional or substitute day will be granted, as this is double dipping.

31.2.2.3. The roster and the RDO shall be mutually agreed to. The roster must stipulate that the particular day that the RDO will occur. RDO's cannot be taken in advance and may not be used flexibly.

31.2.2.4. To meet the expectations of service delivery and the community, for the purposes of flexibility subject to clause 31.2, Council may require RDO's to be taken on a staggered schedule, where one or more employee has an RDO on any given day.

31.2.2.5. An employee may be required to work on their RDO subject to clause 31.2.3.9. and 31.2.3.10

31.2.3. Management of ADO's and RDO's

31.2.3.1. Entering into ADO and RDO arrangements must be arranged in advance by mutual agreement. Once approved ADO's and RDO's and cannot be taken in advance of accrual.

31.2.3.2. ADO's are to be taken with prior approval of the Line Manager and encouraged within a four (4) week period after they accrue. The employee may elect to accumulate (bank) up to three (3) days at any time without approval from Line Manager.

31.2.3.3. The Line Manager must provide prior approval of when the banked ADO's are to be taken.

31.2.3.4. Where such banked ADO's exceed a maximum of three (3) days. The employee may be directed to take any banked days to reduce this balance.

31.2.3.5. Banked ADO's must be taken no later than twelve (12) months from the time from which they accrued.

31.2.3.6. By agreement, and subject to operational requirements, ADOs may be taken in conjunction with other approved leave.

31.2.3.7. An employee wishing to take more than three (3) banked ADO's successively will require Manager approval.

31.2.3.8. An employee will be paid for any 'banked' or accumulated ADOs at minimum rate of pay, upon the termination of their employment for any reason.

31.2.3.9. Where Council requires an employee to work on their ADO or RDO, and gives two weeks' notice at the earliest and no less than 48 hours' notice of its intention to do so, along with mutually agreeing on what other day within that week the employee will have as a substitute ADO or RDO.

- i. all hours worked as described in clauses 26.3 and 26.4 will not attract any overtime payment and will be treated as ordinary time rates of pay; or as Time-in-lieu which will be banked at the rate of time for time.
- ii. an employee may decline to work on their proposed ADO or RDO based on their personal circumstances, including family responsibilities, on the day.

31.2.3.10. In the absence Council giving 48 hours' notice, an employee may agree to work on their ADO or RDO, the employee will not be entitled to overtime rates for the hours worked

where the alteration in schedule was:

- i. made by their manager with mutual agreement with the employee and agreeing on what other day within that week the employee will have as a substitute ADO or RDO; or
- ii. on direction of Council, where the circumstances are outside Council's control and the Council could not reasonably be held responsible.

31.2.3.11. 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, the employee will be paid for the hours worked at the appropriate overtime rate.

31.2.3.12. Where 48 hours' notice has not been given, by the employee; the employee will not be entitled to overtime rates for the hours worked, where the alteration in schedule was:

- iii. made by the employee with mutual Agreement by their Manager, or
- iv. on direction of Council, where the circumstances are outside Council's control and the Council could not reasonably be held responsible.

31.3. Job Share

31.3.1. Employees may apply to work in a job share arrangement through a written request. The application for a job share arrangement should be made to the Manager and relevant General Manager who will consider the following:

- i. Operational requirements of the position;
- ii. Need for continuity in the position;
- iii. Impact on other members of the workgroup;
- iv. Any additional costs involved in having a job share arrangement in place (e.g. training, equipment uniforms).

31.3.2. Job share arrangements may be subject to a trial and may be considered an option as part of part time return to work.

31.3.3. Council will not unreasonably withhold agreement.

31.3.4. The employee's request and Council's decision will be in writing. Should a request be declined, Council will give reasons for the decision.

31.4. Phased Retirement

31.4.1. Council recognises that some employees contemplating retirement would like the ability to work part time prior to retiring from the workforce; along with the need to retain the skills and knowledge within the organisation, provided by its experienced employees. Council will continue to develop, publicise and enact flexible responsive work practices that assist mature age employees (ie. employees aged 55 years and above)

31.4.2. An employee aged 55 and over may request to work part time in the lead up to their retirement. An employee may advise Council in writing of their intention to retire within the next five (5) years and participate in a retirement transition arrangement. Employees under this clause will have access to:

- i. a reduction in their hours;
- ii. a job share arrangement;
- iii. working in a position at a lower classification or rate of pay
- iv. accessing accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their current employment status.

31.4.3. The employee must apply in writing to their line manager and Human Resources, outlining the particulars of the proposed plan. The request must stipulate the employee's nominated date of retirement. A phased retirement plan may include one or more of the flexible working options available, in clause 31.4.2.

31.4.4. It is encouraged that independent financial advice should be sought by the employee prior to entering a phased retirement plan.

- 31.4.5. Requests will be considered by the line manager and will not be unreasonably refused. A request will take into consideration both the employee's circumstances and operational requirements of the business unit. Reasonable grounds for refusal may only be based on loss of efficiency, the impact on customer service, cost and lack of adequate replacement staff.
- 31.4.6. The line manager will provide a written response to the employee within a maximum of 21 days of receipt of the request. Where such a request is approved it shall be implemented within a reasonable timeframe subject to operational requirements.
- 31.4.7. In the event of a request for transition to retirement plan is declined; the employees can access the dispute and grievance process in accordance with clause 8 (Grievance and Dispute Resolution).

31.5. **Dependent Care outside the ordinary hours of work**

- 31.5.1. Council employees may be eligible for Dependant Care if they are required to work outside of the spread of hours as per clauses 26.3 and 26.4, and incur genuine care expenses for a dependent paid to:
- i. a recognised - care provider; or
 - ii. a person who does not:
 - have a familial or like relationship with the employee;
 - reside either permanently or temporarily with the employee; or
 - have a relationship with the employee or partner such that it would be inappropriate for Latrobe City Council to reimburse monies to the care provider;
 - iii. Special needs cases will be considered on an individual basis.
- 31.5.2. Latrobe City Council will reimburse these child care expenses, commencing at \$18.00 per hour in care and will be increased annually in accordance with the salary increase (percentage increase) as outlined in clause 21. The increase will be applied from the first pay period on or after 1 September each year throughout the duration of the agreement.
- 31.5.3. Subject to approval by the relevant Manager, when child care is necessary for the employee to allow the employee to attend the following if they occur outside the ordinary hours of work:
- i. Council meetings and Council business related to Council meetings;
 - ii. Essential Council functions;
 - iii. Meetings arising as a result of an officer being appointed by the organisation to an external body.
- 31.5.4. The employee will be reimbursed for the amount pursuant to sub-clause 31.5.2 of such care expenses, upon presentation of a receipt for care, when the employee is required to work outside Council's normal spread of hours and when care is necessary.
- 31.5.5. Approval for reimbursement of dependent care expenses must be obtained from the employee's Manager, in advance as far as practicable.
- 31.5.6. For the employee to be eligible for reimbursement of incurred costs as set out in 31.5.2 a claim must be submitted within one (1) month of incurring the expense.
- 31.5.7. When making claims for reimbursement, employees must submit official receipts substantiating allowable expenses including specifying the name of the provider, date, time, reason and amount.

G. Part 7 – LEAVE AND PUBLIC HOLIDAYS

32. General Provisions

32.1. The following provisions (clauses) of this section shall not apply to casual employees:

- i. cl 33 - 36
- ii. cl 39 - 41
- iii. cl 42 - 49
- iv. cl 51

32.2. Provisions relating to leave shall apply to part-time employees on a pro-rata basis.

32.3. The recognition of prior service, for the purposes of transferring leave entitlements between organisations, shall be in accordance with the applicable Agreement.

33. Annual Leave

33.1. Annual Leave is provided for in the NES. This clause supplements the NES provisions.

33.2. Except for:

- i. Casual employees;

All Full-time employees are entitled to 152 hours (4 weeks) Annual Leave for each year of continuous service (pro-rata for part-time employees) subject to sub-clause 33.2.1. An employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

33.2.1. For the purposes of this clause the following absences will not count towards continuous service, therefore delaying an employee's continuous service by the period of the absence:

- i. Any absence without leave
- ii. Any period of leave without pay
- iii. Any period on unpaid personal leave which in one (1) year if employment exceeds one (1) month
- iv. Any period of absence which exceeds 26 weeks in the one year (52-week period) of employment of which an employee receives or is entitled to receive Workers Compensation in accordance to the relevant Work Cover Legislation.

All other absences will be counted towards the employee's continuous service.

33.2.2. Employees who are engaged as a shiftworker (refer to definition) are entitled to 190 hours (5 weeks) Annual Leave for each year of continuous service (pro-rata for part-time employees).

33.2.3. Where an employee with 12 months 'continuous service is engaged for part of the 12-monthly period as a shiftworker, that employee must have their Annual Leave increased by half a day for each month the employee is continuously engaged as a shiftworker.

33.3. Taking Annual Leave shall be by mutual Agreement and will not be unreasonably refused. Where practicable the leave is to be taken not more than 12 months after the leave has accrued. An employee may not take Annual Leave in excess of their accrued entitlement.

33.4. An employee will be paid any applicable allowances subject to clause 22 - Allowances in addition to their ordinary rate of pay during periods of Annual Leave.

33.5. Where a Public Holiday falls during a period of Annual Leave, the day of the Public Holiday will not be deducted from the employee's leave entitlement.

33.6. Where an employee falls ill or is injured during a period of Annual Leave, which is confirmed by a certificate from a registered health practitioner or by a valid statutory declaration, the period of illness may be taken from accrued Personal Leave and the employee shall be re-credited with the appropriate amount of Annual Leave entitlements. Any annual leave loading paid to the employee for the period which has been converted to personal leave will be deducted from their next pay.

33.7. On termination of an employee, Council must pay an employee in respect to any period of Annual Leave plus leave loading accrued but not taken.

33.8. An employee may request a period of accrued Annual Leave to be paid in advance of the taking of a period of leave. Annual Leave will only be payable in advance for periods of one or more weeks of Annual Leave.

33.9. Council may agree with an employee to grant Annual Leave in advance of an entitlement accruing under the NES.

34. Annual Leave Loading

34.1. In addition to payment for Annual Leave provided, an employee will be paid Annual Leave loading of 17.5% calculated on the employee's ordinary rate.

34.2. The Annual Leave loading shall not be payable to a person employed under a package where the package provides for payment in lieu of the loading.

34.3. Annual leave loading will be paid at the beginning of any Annual leave period.

34.4. Employees will also receive the loading on any applicable allowances (as per clause 22) that are payable during a period of Annual Leave (as per Clause 33 (Annual Leave)).

35. Annual Leave Management

35.1. Employees are encouraged to take their Annual Leave entitlement each year.

35.2. Where a Full-time employee has an Annual Leave balance in excess of eight (8) weeks / 40 days (pro-rata equivalent for part-time employees), management will consult with the employee to produce a plan to reduce this excess, over an agreed period of time within 12 months.

35.3. Any employee who does not enter into a plan to reduce their leave balance in accordance with clause 35.2, subject to one (1) month's written notice, may be directed or be placed on Annual Leave on dates determined by Council in order to reduce the leave balance to less than eight weeks, where there is not an agreed plan already in place to reduce the leave.

35.4. The requirements of this clause may be varied in individual cases with the written approval of the relevant General Manager.

36. Cashing in of Excess Annual Leave

- 36.1. The parties to this Agreement acknowledge Taking Annual Leave on a regular basis is an important means of maintaining health and wellbeing. It is recognised that in introducing these conditions Council is seeking to better manage the occurrence of excess Annual Leave.
- 36.2. An employee who has an excess Annual Leave accrual pursuant to clause 35.2 may apply to 'cash in' an amount of their annual leave by making an application for consideration to the relevant General Manager.
- 36.3. An application to cash in excess leave must also include a leave management plan outlining how Annual Leave will be taken over the forward 12 month period. If approved, an employee may only cash out up to 10 days leave per annum at ordinary hours of pay (pro rata basis for part time employees). Leave loading will be payable. A minimum balance of 40 days Annual Leave must be maintained in order to permit this option.
- 36.4. The decision to approve the application is at the discretion of the relevant General Manager. The decision will be made within seven (7) days. The employee will be notified of the decision in writing.
- 36.5. This option is not intended to dissuade employees from taking leave from work; it is however an option to assist in the short term management of excess leave entitlements.

37. Long Service Leave

- 37.1. Employees covered by this Agreement are entitled to Long Service Leave in accordance with the provisions of the Local Government (Long Service Leave) Regulations 2021.
- 37.2. An employee may take all or part of their Long Service Leave entitlement subject to the operational requirements of the business unit, by providing the required notice in accordance with Council's leave policy.
- 37.3. Upon termination of employment the payment of any Long Service Leave entitlement will be in accordance with the Regulations or clause 15.2.9 (Redundancy -Long Service Leave), as appropriate.

38. Personal/Carer's Leave and Compassionate Leave

An employee, other than a casual employee, will be granted Personal/Carer's leave and compassionate leave with pay in accordance with the NES and this clause.

38.1. Personal/Carers Leave

- 38.1.1. Personal/carers leave shall not accrue during periods of unpaid leave except as provided by the Act.
- 38.1.2. All employees (except for casual employees who are in receipt of the loading in lieu of payment for Annual Leave, Personal/Carer's Leave and for Public Holidays) are entitled to paid Personal/Carer's leave.
- 38.1.3. An employee's entitlement to paid Personal/Carer's Leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Personal /Carers Leave not used shall continue to accumulate without limit and will be carried over to subsequent years of service with Council.
- 38.1.4. Personal /Carers Leave may be taken:
 - i. when the employee is not fit for work due to a personal illness, or personal injury, affecting the employee; or
 - ii. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting a member of the employee's immediate family or member of the employee's household; or
 - an unexpected emergency.
- 38.1.5. All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid Personal/Carer's leave for the purposes of caring for an immediate family member or a member of the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid personal carer's leave or in the case of a casual employee, where paid personal/carers leave does not apply.

- 38.1.6. If utilising Personal/Carers leave an employee must notify their Supervisor as soon as possible, where practicable at the beginning of the normal working day, if not before. The employee must state the estimated duration of the absence.
- 38.1.7. A certificate from a registered health practitioner or presentation of a valid statutory declaration is required:
- i. for the entire period each time Personal/Carers leave is taken exceeds three (3) working days;
 - ii. the working day before or working day after the period of Personal/Carers Leave is a weekend, an ADO/ RDO, time in lieu day, Annual Leave day or public holiday, with the exception of nurses;
 - iii. notwithstanding the provisions above Council may require a certificate for any absence, where it is considered reasonable.

38.2. Personal/Carers Leave Entitlements

38.2.1. The following Personal/carers leave provisions will apply to all employees *other than* Child Care Workers, Maternal and Child Health Nurses, and Immunisation Nurses:

- i. for each year of service with Council, a Full-Time employee is entitled to twelve (12) days or 91.2 hours of paid Personal/Carer's Leave (pro rata for part time employees).
- ii. on commencement of employment an employee will be credited with one (1) day or 7.6 hours of personal/carers leave on full pay.
- iii. After one completed month of service the employee will accrue a further eleven (11) days or 83.6 hours of personal/carers leave.
- iv. After one completed year of service and for every subsequent completed year of service the employee will accrue twelve (12) days or 91.2 hours of personal/carers leave.
- v. a temporary employee shall accrue personal / carers leave of one (1) day at full pay for each month of completed service, which accrues on a pro-rata basis.

38.2.2. The following Personal/Carers leave provisions will only apply to full-time *Child Care Workers* (pro-rata for part time employees):

- i. one (1) day or 7.6 hours on commencement;
- ii. after one (1) month completed service for the first year - 11 days or 83.6 hours;
- iii. years 2 – 4 of service, inclusive - 14 days or 106.4 hours;
- iv. year 5 and after - 21 days or 159.6 hours.
- v. a temporary employee or part-time employee shall accrue personal / carers leave on a pro-rata basis.

38.2.3. The following Personal/Carers leave provisions will only apply to full-time *Maternal and Child Health Nurses, and Immunisation Nurses* (pro-rata for part time employees):

- i. one (1) day or 7.6 hours on commencement;
- ii. 16 days or 121 hours and 36 minutes in the first year of service after one (1) month completed service;
- iii. years 2 – 4 of service, inclusive - 18 days or 136 hours and 48 minutes;
- iv. year 5 and after – 25 days or 190 hours.
- v. a temporary employee or part-time employee shall accrue personal / carers leave on a pro-rata basis.

38.2.4. Transfer of personal/ carers leave

38.2.4.1. Up to 152 hours (20 days) accumulated personal leave may be transferred between Victorian local government employers subject to the following conditions:

- i. an employee's service between employers is continuous (breaks of two months' or less will be deemed not to break continuity).
- ii. the employee at the time of engagement to the new employer produces certified documentation from the previous employer verifying the amount of personal leave accumulated and the date upon which the last entitlement was credited.

- iii. where an employee's accumulated personal leave is less than 152 hours (20 days), then the amount of personal leave accrued will be eligible for transfer.

38.3. Bereavement/ Compassionate Leave

- 38.3.1. Bereavement / Compassionate Leave is provided for in the NES. This clause supplements the NES.
- 38.3.2. For employees other than casual employees, this leave will be paid leave.
- 38.3.3. An employee, with the exception of Child Care Workers are entitled to up to three (3) days (pro-rata equivalent for part-time employees) paid Bereavement/ Compassionate Leave for absences on each occasion a member of the employee's immediate family or household suffers life threatening injury, illness, medical emergency.
- 38.3.4. Full-Time Child Care Workers, and Maternal Child Health Nurses are entitled to up to four (4) days (pro-rata equivalent for part-time employees) paid compassionate leave for absences on each occasion a member of the employee's immediate family or household suffers life threatening injury, illness or medical emergency.
- 38.3.5. All Employees shall be entitled to five (5) days (pro-rata equivalent for part-time employees) compassionate leave paid on each occasion, if a member of the employee's immediate family or household dies.
- 38.3.6. Proof of death/serious illness must be provided to the satisfaction of the Council if so requested.
- 38.3.7. Council shall not unreasonably refuse an application for other leave, such as Annual Leave or Leave Without Pay, to be added on to a period of Bereavement/ Compassionate Leave to enable an employee to take additional time off work.

39. Infectious Diseases Leave

- 39.1. Any employee who contracts, or believed they have contracted, an infectious disease must advise Council as soon as possible.

Paid Infectious Diseases Leave will be available as follows:

39.1.1. **5 Consecutive days**

- i. Chicken Pox (Varicella)
- ii. German Measles (Rubella)
- iii. Influenza

39.1.2. **10 Consecutive days**

- i. Measles (Moribelli)
- ii. Mumps
- iii. Scarlet fever
- iv. Whooping Cough

39.1.3. **As determined by an approved medical practitioner**

- i. Rheumatic Fever
- ii. Infectious Hepatitis

- 39.2. Such leave shall not be deducted from the employee's entitlement to Personal/Carers' Leave.
- 39.3. An employee who has an infectious disease as defined in relevant legislation (Health (Infectious Diseases) Regulations 2001) is required to adhere to restrictions imposed by the legislation in respect of such disease.
- 39.4. If an employee is unable to attend work as a result of contracted or believe that they have contracted an infectious disease or illness, Council will grant the employee special leave of absence with pay, subject to the statutory requirements (Health (Infectious Diseases) Regulations 2001).

39.5. The period of leave must not exceed the earliest date at which it would be practicable for the employee to return to work having regard to any restrictions imposed by legislation.

40. Pandemic Response Leave

40.1. An employee who is exposed to a Tier 1 COVID-19 site as defined by the State Government, in the course of their normal duties, shall receive up to three (3) days paid leave while awaiting results of a COVID-19 test.

40.2. Subject to isolation requirements, an employee would be required to return to work earlier than the three days upon the receipt of a negative test.

41. Personal Emergency Leave

41.1. **Personal Emergency Leave is in addition to paid leave entitlements for exceptional circumstances outside the employee's control.** Circumstances may include but is not limited to:

- i. Special Carer's/ Personal Leave
- ii. Fire / Flood/ Storm or any other natural disaster

41.2. Approval for emergency leave payments is completely at the discretion of the Chief Executive Officer and considered on a case by case basis after considering the employees existing accrued leave entitlements and in assessing the individual circumstances.

41.3. An employee may be required to attend a Medical Officer of Council's choice for examination as well as giving consent to furnish further medical or other relevant evidence.

42. Family Violence Leave

42.1. General Principle

42.1.1. 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 that experience family violence.

42.1.2. Leave for family violence purposes is available to employees who are subjected to, or supporting someone who is subjected to, family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

42.2. Definition of Family Violence

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

42.3. General Measures

42.3.1. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

42.3.2. All personal information concerning family violence will be kept confidential in line with council privacy policy and relevant legislation. No personal information will be kept on an employee's personnel file without their express written permission, with the exception of leave administration documents.

42.3.3. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family violence. Should Council and the employee consider the duties may be impacted by the employee being subjected to family violence, and it is deemed reasonable for the employee to be given alternative duties, this will be in accordance with clause 11.4 (Multiskilling).

- 42.3.4. The employer will identify a Contact Officer who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact officers within the workplace.
- 42.3.5. An employee experiencing family violence may raise the issue with their immediate supervisor or the Contact Officer. The supervisor may seek advice from Human Resources if the employee chooses not to see the Contact Officer.
- 42.3.6. Where requested by an employee, the Contact Officer will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 42.4 (Leave) and 42.5 (Individual Support).
- 42.3.7. The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

42.4. Leave

- 42.4.1. Family Violence Leave is provided for in the NES. This clause supplements the NES with regard to such leave for all employees other than a casual employee. Casual employee will be entitled to the provisions of unpaid Family Violence Leave under the NES.

This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- i. An employee subjected to family violence will have access to twenty (20) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence which may sometimes occur after a specific acute incident, for example ongoing counselling or legal / custody appointments. This can include supporting children who are subjected to the effects of family violence.
- ii. An employee who supports a person subjected to family violence may take 20 days paid special leave per year to accompany them to court, to hospital, to mind children or provide support for other related pressing matters.
- iii. A casual employee subjected to family violence will have access to five (5) unpaid days per year, in accordance with the parameters specified in 41.4.1.i.

42.5. Individual Support

- 42.5.1. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

- i. changes to their span of hours or pattern or hours and/or shift patterns;
- ii. job redesign or changes to duties;
- iii. relocation to suitable employment within the workplace;
- iv. a change to their telephone number or email address to avoid harassing contact;
- v. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- 42.5.2. An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

- 42.5.3. An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

43. Jury Service

- 43.1. Jury service leave is provided for in the NES. This clause supplements the NES.

- 43.2. An employee will notify Council as soon as possible of the date upon which they are required to attend for jury service.
- 43.3. An employee required to attend jury service during their ordinary working hours will continued to be paid their ordinary rate of pay for each day that they are required to attend for jury service; the payment made by the courts will be deducted from their pay.
- 43.4. The employee will provide satisfactory evidence of proof of attendance, for the duration of the attendance.

44. Cultural and Ceremonial Leave

- 44.1. Council values cultural diversity in the workforce and will provide opportunities for employees to observe days of cultural, ceremonial and/or religious significance.
- 44.2. Where attendance at events of cultural, ceremonial or religious events requires time away from work, employees may apply for any accrued Annual Leave, ADO, Time in Lieu or Long Service Leave to which they are entitled.
- 44.3. Where an employee has exhausted all paid leave entitlements, as above, they may elect to apply for unpaid leave in Council's leave system for this purpose.

45. Emergency Services Leave

- 45.1. We recognise the valuable role Emergency Services volunteers have in our community. To support employees involved in emergency services organisations such as CFA, SES, St John Ambulance and Red Cross, Emergency Services Leave is available for when they attend to emergencies during work hours.
- 45.2. Eligibility for Emergency Services Leave is subject to:
- i. The employee having provided at least one month's written notification to the employer of their membership to the relevant emergency organisation.
 - ii. The employee is obliged to attend an emergency - such as bushfires, motor vehicle accidents, floods, storms and other various types of rescue operations - as a member of the emergency organisation.
 - iii. The employee has informed their line manager of the reason for taking Leave and of the likely length of absence from work and the supervisor has approved the Leave.
 - iv. The leave cannot exceed three (3) days without further approval by the relevant General Manager.
- 45.3. Approval of Emergency Services Leave is subject to:
- i. The impact on the employee's work environment.
 - ii. The severity and the distance of the emergency.
 - iii. Council's ability to fulfil its own emergency response obligations.
 - iv. If approved, employees will be granted three (3) days paid leave at their normal rate of pay. Any payment for additional approved leave will be at the discretion of the relevant General Manager.
 - v. If the employee receives any payment from elsewhere for attending the emergency, the amount received will be deducted from the employee's wages which were paid for the period absent from work.
 - vi. Where an emergency situation continues outside normal work hours and continues for a period in excess of four hours, employees will be entitled to a ten (10) hour break without loss of pay before continuing work.

46. Defence Forces Leave

- 46.1. As part of Council's commitment to the local community, an employee who is a volunteer member of Reservist force of the Royal Australian Army, Navy or Air Force.
- Will be entitled leave to enable the employee to fulfil an obligation to the relevant organisation (attend requisite training camps or courses) and in the event of an emergency.
- 46.2. Where an employee is required to participate in the Defence Forces in accordance with sub-clause 45.1 during their ordinary working hours, Council will reimburse the difference between the amount paid by the Defence Forces during this time of active service and the amount of wages the employee would have received in respect of ordinary time the employee would have worked had they not been absent.

- 46.3. An employee will notify as soon as possible of the dates of absence, furthermore the employee will provide proof of their attendance, the duration of such attendance and the payment amount received in respect of participation.
- 46.4. An employee who participates in Defence Forces Reserves shall be entitled to a 10-hour break without loss of any pay before recommencing work with Council.

47. Leave Without Pay

- 47.1. Council may grant leave without pay in certain circumstances for two successive periods not exceeding 12 months each. A minimum one month's notice is required except where exceptional circumstances exist.
- 47.2. Should an employee request a second period of leave, two months' notice is required.
- 47.3. Applications for each period of leave shall be in writing and due consideration will be given to any special circumstances that exist prior to a decision being made. Each individual case will be taken on its own merit and will not set a precedent.
- 47.4. Leave for purposes such as travel, domestic circumstances, career development or a private study tour is subject to the operational requirements of the relevant section of Council with the financial impact on Council also taken into account.
- 47.5. Except where special circumstances apply, leave shall be granted only when all available leave with pay entitlements such as any accrued Time-in-Lieu, Accrued Day Off, Annual Leave and Long Service Leave, have been fully utilised.
- 47.6. Any employee may apply for such leave under this clause. Each employee's application shall be considered with the following factors being taken into account:
- i. Period of service as an employee;
 - ii. Period of leave without pay sought;
 - iii. The effect that the absence would have on the efficient operations of Council;
 - iv. The effect that the absence would have on the finances of Council;
 - v. Any other inconveniences that the absence may cause Council; and
 - vi. Compassionate factors.
- 47.7. Leave entitlements shall not accrue during a period of leave without pay.
- 47.8. If an employee is not granted leave without pay, that employee has the option to follow the Grievance/Disputes Avoidance Procedure, as specified under Clause 8 of this Agreement.
- 47.9. Council will not unreasonably withhold agreement.
- 47.10. The employee's request and the Council's decision will be in writing. Council will give reasons for their decision.

48. Community Service Leave

- 48.1. Council is committed to providing an employee volunteering program which is designed to encourage - employees to volunteer with local community groups requiring assistance with a specific project, program or task.
- 48.2. These organisations must be based in or servicing citizens of Latrobe City.
- 48.3. Applications will be assessed and approved with consideration to business needs by the relevant General Manager.
- i. Permanent full time staff can volunteer up to 17 hours per calendar year (pro rata for permanent part time staff).
- Consideration will be given to the resources of the department and Council's commitment to encourage employee volunteering when making a decision on applications for Community Services leave.
- 48.4. Details and contact name of the organisation which staff will be volunteering for will be required for verification purposes.

49. Purchase of Additional Leave Models

- 49.1. Council will provide all permanent employees the option to access to apply for a Purchased Leave arrangement on an annual basis.
- 49.2. Purchased Leave Models will be available with the fractions of 50/52 or 48/52, or other models by agreement.
- 49.3. Purchase of additional leave can only be introduced following an application by an employee.
- 49.4. The employee must apply in writing to their line manager and Human Resources. The application will be considered and may be approved or declined based on reasonable business grounds.
- 49.5. If approved the employees base annual salary will be reduced by the approved hours of purchased leave (ie two (2) or four (4) weeks).
- 49.6. The operation of a purchased leave scheme will apply for a 12-month period and must be taken within the nominated 12-month period, with the exception of the 80/20 model.
- 49.7. Purchased leave must be taken prior to any accrued Annual Leave and within the nominated 12-month period; unless agreed between the employee and the relevant Manager for a longer term during the initial application.
- 49.8. An employee working under this (pursuant to clause 48) model of employment may request to revert to standard employment conditions upon four weeks written notice.
- 49.9. Employees with excessive leave balances will not be entitled to avail of additional leave options contained in this clause.

49.10. 80/20 Model

- 49.10.1. In addition to the purchase of additional annual leave models listed in sub-clause 48.2, an employee may request to work a 80/20 model of employment arrangement whereby:
 - i. the employee may be granted 12 months leave on 80% of the salary subject to the employee agreeing to have their salary reduced by 20% for a four year work period prior to the 12 months leave being taken. The employee's salary will be banked at the rate at which they are being paid each year. The fifth year of leave will be paid out at the rate at which the employee's salary was banked.
 - ii. The 80/20 model of employment can only be introduced at an employee's initiative via written application. Applications for 80/20 employment must be approved by the employee's manager and General Manager and is subject to the operational needs and requirements of the department. Applications for 80/20 model of employment will not unreasonably be refused. All employees are encouraged to seek independent financial advice regarding the possible effect on their superannuation and leave entitlements.
 - iii. This model of employment will not break the continuation of service but it does not count as service for the purpose of leave accruals. Employees have the right to return to the same job or similar job at the same classification level on their return from the fifth year of leave (similar job only where the original position no longer exists).
 - iv. Where an employee changes positions whilst working under the 80/20 model of employment, the continuation of the model of employment will be subject to approval by the employee's new manager and General Manager. Approval of the arrangement is subject to the operational needs and requirements of the department however will not be unreasonably refused. If the arrangement is not approved, the agreement will be cancelled and there will be no entitlement to a leave period during the fifth year. Any accrued monies will be paid to the employee at the applicable salary rate at the time of accrual, and the method of such payment shall be agreed between management and the employee.
 - v. Where an employee ceases employment with Council whilst working under an 80/20 model of employment, the employee will be paid the accrued monies at the applicable salary rate at the time of accrual.

- vi. If an employee wishes to withdraw from the agreement whilst working under a 80/20 model of employment, the employee must put their request in writing to cancel the 80/20 employment arrangement, which will cancel the agreement and cease any entitlement to a leave period during the fifth year. Any accrued monies will be paid to the employee.
- vii. Employees are required to ensure that their Annual Leave balance is no more than 4 weeks when they commence the 80/20 leave period. A staff member does not have the right to return to work while they are part way through their leave period in the fifth year, unless a written request is made and agreed by the General Manager.

50. Parental Leave

Parental leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions

50.1. Eligibility

50.1.1. Permanent employees and temporary employees who have a contract of employment exceeding twelve (12) months are eligible to claim parental leave after six (6) months continuous service with Council.

50.1.1.1. Employees who are the primary carer of their child are entitled to a combined total of 52 weeks' paid and unpaid leave in relation to the birth or adoption of their child.

50.1.2. Casual employees who have been engaged by Council on a regular and systematic basis in one (1) position for a continuous period(s) of employment over at least six (6) months are entitled to up to 52 weeks of unpaid Leave in relation to the birth or adoption of their child.

50.1.3. The provisions of clauses 50.2 and 50.3 will apply equally to biological parents, adoptive parents.

50.1.4. An employee must provide notice to Council in advance of the expected date of commencement of **Primary Carer Parental Leave:**

50.1.4.1. In the case of Primary Carer Parental Leave for a **biological** parent, the employee shall provide:

- i. at least 10 weeks' notice of the expected date of the birth, included in a certificate from a medical practitioner stating that the employee is pregnant.
- ii. Additionally to include the date when the employee proposes to commence primary carer parental leave (from six (6) weeks from the birth of the child) and the period of leave to be taken.

50.1.4.2. In the case of Primary Carer Parental Leave for an **adoptive** parent, the employee shall provide:

- i. at least 10 weeks' notice of the expected date of placement of the child, included in a letter from a registered adoption agency stating the expected date of placement of the child and that the child is under 16 years of age.

All parental leave taken by an employee who is the primary carer must be taken as a continuous period up to a maximum of 52 weeks from the commencement of leave.

50.1.5. An employee must provide notice to Council in advance of the expected date of commencement of **Secondary Carer Parental Leave:**

50.1.5.1. In the case of Secondary Carer Parental Leave for a **biological** parent the employee shall provide:

- i. certificate from a medical practitioner which states:
 - the name of their partner.
 - that their partner is pregnant.
 - the expected date of the birth or the date on which the birth took place.

50.1.5.2. In the case of Secondary Carer Parental Leave for an **adoptive** parent the employee shall provide:

- i. evidence from an accredited adoption agency which states:
 - the employee's name.
 - proof of placement.
 - the day of placement, or the expected day of placement, of the child.
 - that the child is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child.

50.2. Parental Leave – Primary Carer

- 50.2.1. An employee eligible for parental leave as a primary carer shall be paid for the first 15 weeks of such leave, or for the first 30 weeks of such leave at half the normal rate of pay, whichever the employee prefers. This will be paid in accordance with Council's pay-cycle, as per clause 20.1 (Payment Method).
- 50.2.2. Should an expectant employee continues to work within the six (6) week period immediately prior to the expected date of birth; Council will require a medical certificate stating that they are fit to work their normal duties.
- 50.2.3. Annual and Long Service Leave entitlements will not accrue during unpaid parental leave. However, periods of unpaid Parental Leave will not break an employee's continuity of service.
- 50.2.4. Superannuation Guarantee will be paid on the period of 15 weeks primary parental leave.
- 50.2.5. An employee's entitlement to paid and/or unpaid parental leave under clauses 50.1.1 or 50.1.2, as appropriate, is not affected by any pregnancy outcome after 20 weeks' gestation (i.e. a live birth, still birth, or neo natal death within 30 days of the birth of the child).
- 50.2.6. To assist an employee to reconcile their work and parental responsibilities an employee entitled to primary parental leave has the right to request in writing to:
- 49.2.8.1 Extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months (24 months in total) subject to clause 49.2.8.2.
- 49.2.8.2 A temporary employee who is the primary carer may request to extend unpaid parental leave up to the end of their contract of employment or by 12 months, whichever is sooner.
- 50.2.7. A request to extend unpaid parental leave by up to 12 months must be made, in writing, at least four (4) weeks before the date on which the employee is due to return to work from parental leave, or the employee must return to their employment.
- 50.2.8. Council will not refuse a request to extend unpaid parental leave without discussing the request with the employee.
- 50.2.9. Council may only refuse such a request on reasonable business grounds related to the effect on the workplace or Council's business.
- 50.2.10. Council will provide a response to the employee in writing within a maximum 21 days of receiving the employee's request

50.3. Parental Leave - Secondary Carer

- 50.3.1. An employee who is eligible for parental leave as a secondary carer shall be paid for three (3) weeks or 15 days at full pay, or for six (6) weeks or 30 days at half the normal rate of pay for parental leave, whichever the employee prefers, where this leave is taken simultaneously with the employees' spouse or partner following the birth or adoption of a child.
- 50.3.2. Secondary carer parental leave must be taken no later than eighteen (18) months after the birth or adoption of the child.
- 50.3.3. Secondary carer parental leave may be taken in broken periods, subject to sub-clause 50.3.2.
- 50.3.4. An employee will be eligible for secondary parental leave where their partner's pregnancy ends with any outcome after twenty (20) weeks' gestation, including a live birth, stillbirth or neonatal death (i.e. death within 30 days of birth).

50.4. Transfer to a Safe Job

- 50.4.1. A pregnant employee (including one not entitled to paid parental leave), who has been advised by a registered medical practitioner, not to continue in their current role due to:
- i. illness or risk arising out of the pregnancy; or hazards connected with the work assigned to the employee will, if an appropriate safe job is available, be transferred to a safe job for the risk period. An employee who is transferred to a safe job will be transferred to a position of the same classification. The employee will receive the same rate of pay and entitlements attached to the

employee's usual job. Where the work is at a lower classification, there will not be any reduction in the employee's salary while undertaking such work. Where it has been identified by Council that an employee meets the requirements of a position of a higher classification during a transfer to a safe job; the rate of pay will be in accordance with clause 25 (Higher Duties).

50.4.2. If there is no appropriate safe job available, the employee is entitled to take no safe job leave for the risk period which ends at the earliest of either when the:

- ii. employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or
- iii. employee's pregnancy ends.

50.4.3. For employees who are entitled to parental leave under this Agreement, No Safe Job Leave will be paid. For all other employees No Safe Job Leave will be unpaid.

50.5. Keeping in Touch Days

50.5.1. Keeping in touch days are optional but are encouraged by Council. They allow an employee who is still on unpaid primary parental leave to work for up-to ten (10) days non-cumulative. Keeping in touch days do not affect the employees unpaid parental leave entitlement.

50.5.2. Keeping in touch days are a good way for employees who are caring for a baby or newly adopted child to stay connected with the work place and refresh their skills prior to returning to work.

50.5.3. These days are taken as mutually agreed between an employee and their line Manager.

50.5.4. Keeping in touch days may include:

- i. participating in a planning day;
- ii. performing work to become familiar with the workplace or your role before returning to work;
- iii. undertaking training; or
- iv. attending a conference

50.5.4.1. Resuming regular work activities other than keeping in touch days is considered as returning to work.

50.5.5. Keeping in touch days can be worked:

- i. as a part day;
- ii. one day at a time; or
- iii. all at once.

50.5.5.1. Employees will only receive payment for the actual time worked during a keeping in touch day. Each day work undertaken is considered as one (1) Keeping in Touch Day, irrespective of the hours worked on that day.

50.6. Return to Work from Parental Leave

50.6.1. Employees returning to work from parental leave may request to return to work on a part-time basis until the child reaches school age (see definition, Appendix A).

50.6.2. An employee who returns to work from Parental Leave will be entitled to return to their substantive position.

50.6.3. Where an employee intends to return to work on a part-time basis, the employee must advise Council in writing as soon as possible, but not less than seven (7) weeks before the date upon which the employee is due to return to work from parental leave.

50.6.4. Where an employee intends to return to work as per their substantive work arrangement, prior to commencing parental leave, the employee must advise Council in writing as soon as possible, but not less than four (4) weeks before the date upon which the employee is due to return to work from parental leave.

50.6.5. The part-time work arrangements will be agreed between Council and the employee having regard to the employee's circumstances and the effect on the workplace or Council's business in accordance to clause 31.1.5.

50.6.6. Council will respond in writing to the employee within a maximum of 21 days, stating whether Council grants or refuses the request. Where a request is refused Council will include details of the reasons for refusal.

50.6.7. In the event of a request to return to work from parental leave in any form other than the employee's substantive work arrangement is declined; the employees can access the dispute and grievance process in accordance with clause 8 (Grievance / Dispute Avoidance Procedure).

50.7. Parental Leave Replacement Employees

50.7.1. Parental Leave Replacement employees are specifically engaged, temporarily promoted or transferred, to fill a vacancy of the employee who is on parental leave.

50.7.2. Prior to Council engaging a replacement employee, Council must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

50.8. Breastfeeding/Workplace

50.8.1. Council will be flexible to permit working mothers to take reasonable paid breaks in the workplace to allow for breast feeding or expressing milk, following the birth of a child. The provision of reasonable paid breaks shall be provided on the basis of expressing milk or that the child is brought to the workplace for the purpose of breastfeeding or bottle feeding the child. Council is committed to providing a supportive and inclusive workplace for expectant and new mothers and will ensure:

- i. The promotion of a positive attitude toward breast feeding in the workplace;
- ii. Flexibility of reasonable paid breaks for breast feeding or expressing milk;
- iii. Clean private, locatable area which is safe from hazardous waste and chemicals, with comfortable seating and power points;
- iv. Facilities for washing hands and storage of equipment;
- v. Refrigerator for the storage of milk;
- vi. Display and dissemination of information, where appropriate, to staff who are pregnant or considering pregnancy.

51. Public Holidays

51.1. Public holidays are provided for in the NES.

51.2. Where an employee is required to work on a public holiday or observed public holiday they will be paid at the rate of time and a half for the actual hours worked, in addition to the employee's ordinary rate of pay.

51.3. Where an employee is required to work on the observed public holiday that is outside their ordinary hours they will be paid at the rate of double time and a half for the actual hours worked, in addition to the employee's ordinary rate of pay.

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

51.5. Council and employee may agree to substitute a public holiday as provided by the NES with an alternative day.

51.6. All employees (with the exemption of Nurses) except those who are in receipt of a casual loading will be entitled to the following public holidays without deduction of pay:

- i. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day: and
- ii. the following days as prescribed in the State of Victoria: Australia Day, Anzac Day, Queen's Birthday, Grand Final Friday and Labour Day: and
- iii. one other day to be specified according to State or locality on some other basis:
 - For employees employed in the metropolitan area: Melbourne Cup Day.
 - For employees employed outside of the metropolitan area: Melbourne Cup Day or by Agreement a local substituted day.

- iv. where in Victoria, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.
- v. when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- vi. when Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- vii. 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.
- viii. Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

52. Christmas Closure

- 52.1. Council operations will close between Christmas Day and New Years Day each year except for essential services as designated by the Council. This is a minimum period and the exact closure period will be determined each year by the Executive in consultation with the Consultative Committee.
- 52.2. Employees are required to take annual or unpaid leave or time in lieu for the designated closure period.
- 52.3. Employees may discuss and make a request in writing with the relevant line manager to work during the close down period. Such requests to work will be assessed based on an individual operational needs basis, and will require approval from an Executive Team Member.
- 52.4. No request will be unreasonably denied. Service delivery staff who seek to and are approved to work during the Christmas Closure will be assigned alternative duties where those services are not operational. The alternative duties will be compiled by the relevant Manager.

53. Continuous Improvement, Training and Career Development

53.1. Continuous Improvement

- 53.1.1. Council, its employees and the Unions are committed to the process of continuous improvement in all aspects of Council's operations in order to deliver a sustainable organisation and improved the value and quality of services for our community.
- 53.1.2. The parties are committed to the on-going implementation in the workplace of continuous improvement initiatives including the use of measurement, key performance indicators and implementation of new technologies.

53.2. Performance Reviews

- 53.2.1. All permanent and temporary employees will undertake an Annual Performance Review, which will identify their training and development needs and set objectives – performance and productivity, for the next year.

53.3. Training and Career Development

- 53.3.1. Council is committed to providing all employees with relevant learning and development opportunities. An annual training and career development program for each employee will be developed through the annual review process and may include the facilitation of job rotation and multi-skilling.
- 53.3.2. Where a permanent full time or part time employee is required by Council to undertake or update training or qualifications deemed mandatory by the relevant position description or where required by legislation, the organisation will pay for the costs of the training and the employees' attendance at the training including reasonable travel and accommodation costs.
- 53.3.3. For full time employees, the preferred method of compensation for time spent at compulsory training beyond their standard hours will be time off in lieu. Part time employees will receive additional hours at rates in accordance with clause 10.3 of this agreement.
- 53.3.4. For non-compulsory training, study assistance may be available. Terms and conditions outlined in Council's Study Assistance Operational Framework and Training and Career Development and Business Travel Procedure will prevail.

54. Rewards & Recognition

54.1. Council is committed to rewarding and recognising staff contribution and service and will continue to do this through the ongoing development of a reward and recognition policy.

54.2. Council makes a commitment to review the current Rewards & Recognition and Years of Services Operational Policies in consultation with the Consultative Committee and implement within the first six (6) months following commencement of this agreement.

55. Union Delegates and/or Representation and Right Of Entry

55.1. Union Delegate Rights

55.1.1. Council respects the right of employees to act as union delegates and assist and support union members in the workplace. It also recognises the importance of the role of union delegates and time spent on official duties that this will be appropriately funded subject to sub-clause 55.1.1.1.

55.1.1.1. Employees may undertake the role as a union delegate, subject to the following requirements:

- i. a union delegate will be permitted reasonable time during working hours to meet with employees and/or the employer, on matters affecting employees they are eligible to represent.
- ii. arranging meetings at times which minimise disruption to the work area and operations.

55.2. Access to Appropriate Resources

55.2.1. An employee who is elected as a union delegate in accordance with the relevant Union's rules, shall be given reasonable access to telephone, electronic mail, computer & fax facilities that will enable communication with the Union and employees.

55.2.2. Council shall provide notice boards in prominent positions, on any premises where five or more staff are located, so that they shall be reasonably accessible to all employees working under this agreement.

- i. Existing notice boards may be used in accordance with this clause.
- ii. Council will also provide intranet space for such materials where appropriate.

55.2.3. Union Delegates shall be permitted to put relevant union approved information on notice boards.

55.3. Leave to Attend Trade Union Training, Union Conferences or Seminars

55.3.1. Council is committed to foster positive working relationships with unions and support the opportunities for training for union delegates. Training requests by the union shall be provided to the employee's line manager and Human Resources with at least seven (7) days' notice.

55.3.2. Union delegates will be entitled to, and Council will grant, up to ten (10) days leave over a two (2) year period (non-cumulative), without loss of pay, to attend training courses, conferences and seminars conducted by the relevant union or training provider on the following conditions:

- i. Council will not incur any additional costs associated with such training.
- ii. the scope, content and level of the courses are to the better understanding of their union representative role and the promotion of harmony within the workplace.
- iii. reasonable notice is given to the service unit by the union representative in accordance with clause 55.3.1 to attend training.
- iv. the taking of leave is arranged through the completion of a leave request stating the leave is for union training or conference and having regard to the operational requirements of the service unit;
- v. the union representative taking such leave, will be paid all ordinary time earnings and payable during the period of leave.

55.4. Union Rights of Entry

55.4.1. Subject to meeting the requirements of the Fair Work Act 2009, any duly accredited union representative may at any time during working hours, enter any premises in which work to which this agreement applies, for the purpose of ensuring observance of this Agreement, and may for that purpose inspect any relevant

work, books or documents and interview any employee, being a member or a person eligible to be a member of their organisation, on those premises.

- 55.4.2. The Union representative so authorised shall not hinder or obstruct an employee in the performance of their work during working time.
- 55.4.3. Provided that where a duly accredited Union representative seeks right of entry, the Union shall give not less than 24 hours' notice to Council of the intention to visit the premises, unless Council agrees that a lesser period of notice is appropriate.
- 55.4.4. It is Council's preference where possible that Union meetings are held in coordination with workplace team meetings at either the beginning or the end of the day. Time will not be paid where attending outside of normal paid hours.
- 55.4.5. Council will also include in the organisation induction process, information on all unions represented in the organisation and contact details of Union Delegates within the workplace.

Part 8 – CLASSIFICATION DEFINITIONS

56. General Provisions

56.1. 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.

56.2. Minimum Classifications

A position requiring a professional engineering qualification recognised by the Institute of Engineers Australia	Band 5 - Level A
A position requiring the exercise of duties by an Experienced Engineer (as defined in clause ____)	Band 6 - Level A
Employees other than Physical/ Community Services Employees	Band 3 - Level A
Trainee child care workers without qualifications	Band 1 - Level D
Child care worker on completion of the trainee year (Cert III)	Band 3 - Level A
Team Leader of a child care centre	Band 6 - Level A

57. Employee Bands

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

The below classifications are referred to one of the following categories, with the exception of Nurses:

- i. Physical/ Community Services Employees – means an employee whose classification is defined by bands 1 to 5.
- ii. Employees other than Physical/ Community Services Employees – means an employee whose classification is defined by Band 5 – 8.

57.1. Band 1

Band 1 covers entry level for operational employees with minimal experience and qualifications, including School Crossing Supervisors.

57.1.1. 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.

57.1.2. 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.

57.1.3. 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.

57.1.4. **Interpersonal 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.

57.1.5. **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:

- Basic construction and maintenance work.
- Introduction to basic horticulture.
- Communication skills including radio procedures.
- Recreation Centre maintenance.
- Basic concreting and bitumen work. Or relevant experience / on-the-job training.
- Proportionate with the requirements of the work in this Band.

57.2. **Band 2**

A position in this Band has the following job characteristics:

57.2.1. **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.

57.2.2. **Judgement and Decision Making**

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

57.2.3. **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 up 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.
- Proportionate 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).
- Cleaner.
- Cook (non-trades).

- Implement an early childhood program under direct supervision.

57.2.4. **Interpersonal 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.

57.2.5. **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:

- Licence or certification in explosives handling.
- Advanced construction and maintenance.
- Basic VDU operation.
- Advanced horticultural course.
- Communication skills including radio operation.
- Inventory control.
- Or relevant experience / on-the-job training commensurate with the requirements of work in this Band.

57.3. **Band 3**

A position in this Band covers operational and administrative employees undertaking duties and responsibilities in excess of Band 2. Band 3 is the entry level for technical and trades employees has the following job characteristics:

57.3.1. **Accountability and Extent of Authority**

- Performs work under general supervision, however may be required to supervise and coordinate others in similar or related work.
- Work is performed within specific guidelines. Contact with the public or other employees requiring explanations of specific procedures and practices.
- Essentially providing information and support to public and/or other employees.
- 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.
- 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.
- Outcomes of work are readily observable.
- Decisions and actions taken in this Band are usually limited to a localised work group or function.

57.3.2. **Judgement and Decision Making**

- Require personal judgement.
- Work is clearly defined with procedures well understood and documented.
- The particular tasks to be performed 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.

57.3.3. **Specialist Knowledge and Skills**

- Require proficiency in the operation of more complex equipment, or knowledge of the use of plant which requires the exercise of judgement or adaptation.
- Require proficiency in applying standardised procedures, practices and/or in the operation of equipment or the use of plant which requires the exercise of a limited degree of skill.
- Understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.
- Indicative but not exclusive of the skills required of an employee in this Band are:
 - Understanding and application of quality control techniques.
 - Performance of trades and non-trade tasks incidental to the work.
 - Provision of trade guidance and assistance as part of a work team.

- Provision of formal training programmes in conjunction with supervisors and trainers.
- Supervisory skills.
- Safe and competent operation of Heavy Mechanical Plant.
- Safe and competent driving of Vehicles over 13.9 tonnes GCM.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves nor to make decisions about the care they need.
- Cook.

57.3.4. Management Skills

- Some positions in this Band are at the 'work face', others involve first line supervision of employees at the 'work face'.
- 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.
- May assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/Professional matters.
- Require basic skills in managing time, planning and organising own work to achieve specific and set objectives in the most efficient way within resources available and a set timetable.

57.3.5. Interpersonal Skills

Require skills in verbal and written communication with clients, other employees and members of the public and in the resolution of minor problems.

57.3.6. Qualifications and Experience

Completion of structured training, including one (1) or more of the following:

- Trade certificate or equivalent
- TAFE accredited/industry-based training courses
- Four years of secondary education plus commencement of short industry-based training course or some on-the- job training
- Or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this Band.

57.4. Band 4

A position in this Band has the following job characteristics:

57.4.1. Accountability and Extent of Authority

- Expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures.
- May exercise high precision trade skills using various materials and/or specialised techniques.
- Provide direction, leadership and on-the-job training to supervised employees or groups of employees.
- 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.
- May supervise resources including other employees and/or regulate clients.
- Freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. Work generally falls within specific guidelines, but with scope to exercise discretion in applying established standards and procedures.
- Sufficient freedom to plan their own work at least a week in advance.
- Effect of decisions and actions is usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

57.4.2. Judgement and Decision Making

- Objectives of work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives.

- Process for supervisors often requires the quantification of the amount of resources needed to meet objectives.
- Guidance and counsel are always available within the time available to make a choice.

57.4.3. Specialist Knowledge and Skills

- Must have the ability and skills to provide training in the post-trades or specialised disciplines either through formal training programmes or on-the-job training.
- Requires a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

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.
- 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 unity in which they work and where appropriate, an appreciation of the goals of the wider organisation.
- Proficiency in applying 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.

57.4.4. Management Skills

- Some positions in this Band are at the "work face" while others may supervise employees or groups of employees.
- Employees should have sufficient freedom to plan their work at least a week in advance.
- Supervisors are expected to assist other employees in their tasks with on-the-job training and guidance where required.
- Supervisors are also expected to have knowledge of personnel policies and practices applicable to the work performed and supervised employees.
- Necessary skills in managing time, planning and organising one's own work.

57.4.5. Interpersonal Skills

- Require the ability to gain cooperation and assistance from members of the public, clients, and other employees in performing well-defined activities and in supervising employees where applicable.
- May also be expected to write reports in their field of expertise.
- Written communication skills sufficient to prepare routine correspondence and reports, if required.

57.4.6. Qualifications and Experience

- Skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
- These 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.
- Satisfactory completion of the requirements of Band 3 as well as a minimum of a post-trade certificate (e.g. special class trades) or equivalent and/or will have in addition completed a TAFE certificate course or equivalent.

57.5. Band 5

Band 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Band 4. Band 5 is the entry level for graduate professional employees.

57.5.1. Accountability and Extent of Authority

- May supervise resources, other employees or groups of employees, give support or provide advice to or regulate clients, members of the public and 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 for adherence to plans.
- Accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- Employees with supervisory responsibilities are also required to ensure that all employees under their direction are trained in safe work practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.
- 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.
- 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.

57.5.2. Judgement and Decision Making

- 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.
- Work may involve solving problems, using procedures and guidelines and applying professional or technical knowledge, or knowledge acquired through relevant experience.
- Problems are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
- Guidance and counsel may be available within the time available to make a choice.

57.5.3. Specialist Knowledge and Skills

- Supervisors require a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- 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.
- Require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- Provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- Specialists involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.
- All employees require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

57.5.4. Management Skills

- 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.
- 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.

57.5.5. Interpersonal Skills

- Ability to gain cooperation 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.
- Ability to write reports in their field of expertise and prepare external correspondence of a routine nature.

57.5.6. Qualifications and Experience

- Skills and knowledge are beyond those normally acquired through completion of secondary education, TAFE certificate or associate diploma alone.
- These 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.

57.6. **Band 6**

Band 6 involves duties and responsibilities in excess of Band 5 and typically involves key specialists in a specific field and the undertaking of a management function. Band 6 also covers experienced professionals, including engineers.

57.6.1. **Accountability and Extent of Authority**

- Manage resources and/or provide advice to or regulate clients and/or provide input to the development of policy.
- 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 programmes and projects being managed.
- 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 is usually subject to appeal or review by more senior employees.
- Few positions in this Band are primarily involved in policy development. Where they are the quality of the output of these positions can have a significant effect on the is usually of an investigative and analytical nature, with the freedom to act prescribed by a more process of policy development.
- Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- Band may include a Director of a Child Care Centre or a Child Care Educator undertaking duties in excess of those referred to in Band 5.

57.6.2. **Judgement and Decision Making**

- 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 applying these techniques to new situations.
- Guidance and advice are usually available.

57.6.3. **Specialist Knowledge and Skills**

- Require proficiency in applying a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
- 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.
- Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

57.6.4. **Management Skills**

- 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.
- Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety, and employee development.

57.6.5. **Interpersonal Skills**

- Require the ability to gain cooperation and assistance from clients, members of the public and other employees in administering defined activities and in supervising other employees.
- Must 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.

57.6.6. Qualifications and Experience

- The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
- Typically, they would be gained through completion of a degree or diploma course with 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.

57.7. Band 7

Band 7 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.

57.7.1. Accountability and Extent of Authority

- May manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
- 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 may have significant effect on the programs or projects being managed or on the public perception of the wider organisation.
- 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.
- 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.
- All positions have input into policy development within their area of experience and/or management.
- May include a Director in charge of more than one (1) Child Care Centre or a Director of a Child Care Centre undertaking duties in excess of those referred to in Band 6.

57.7.2. Judgement and Decision Making

- 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 applying 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.
- 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.

57.7.3. Specialist Knowledge and Skills

- Require proficiency in applying a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
- 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.
- Understanding of the long-term goals of the wider organisation and its values and aspirations and of the legal and political context in which it operates.
- Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

57.7.4. Management Skills

- Require skills in managing time, setting priorities and planning 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.
- Require an understanding of and an ability to implement personnel policies and practices including modern awards, enterprise Agreements, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, Position Descriptions and employment development schemes. Also expected to contribute to the development and implementation of long-term staffing strategies.

57.7.5. Interpersonal Skills

- Require the ability to gain cooperation and assistance from clients, members of the public and other employees in the administration of broadly defined activities, and to motivate and develop employees.
- Must 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.

57.7.6. Qualifications and Experience

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

57.8. Band 8

Band 8 positions can be described as those which have both a leadership and management focus upon the attainment of operational and strategic objectives.

57.8.1. Accountability and Extent of Authority

- May manage resources, regulatory and/or specialist units and/or develop and interpret policy.
- 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 reporting to ensure adherence to budgets. Decisions and actions may have a substantial effect on the operational unit being managed or on public perception of a wider organisation.
- 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 may have a substantial effect on all or parts of the community.
- 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 Council. The advice and counsel provided 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.

57.8.2. Judgement and Decision Making

- 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 will identify and develop policy options in their own functional area for consideration and choice by their Manager or Council.

57.8.3. Specialist Knowledge and Skills

- Require proficiency in applying theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original area of specialisation by the employee.

- 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.
- Sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

57.8.4. Management Skills

- Typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.
- Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

57.8.5. Interpersonal Skills

- 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 must be able to lead, motivate and develop other employees.

57.8.6. Qualifications and Experience

- Skills and knowledge needed for entry are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.
- 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 specialist field.
- Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

58. Senior Officers and Senior Executive Officers

58.1. This section is to be read in accordance with the definition of both Senior Officers (SOs) and Senior Executive Officers (SEOs), as part of APPENDIX - DEFINITIONS

58.2. SO's and SEO's have:

- duties and Responsibilities that exceed those prescribed for Band 8; and
- their salary exceeds the prescribe rate for Band 8 (Level D).

58.3. SOs and SEOs will be paid an Annualised Salary in accordance with clause 19.8 (Annualised Salaries) and the employees will receive no less under the Annualised Salary Agreement than the employees would have been entitled to if all obligations under this Agreement had been met, taking account the value of the provision of benefits or conditions not included in this Agreement, such as the private use of a vehicle provided by Council.

58.4. SO's defined in the Local Government Act 1989 must be employed under a maximum fixed term contract, which is no more than five (5) years from the date the contract commences.

58.4.1. From 24 March 2020 the Local Government Act 1989 is repealed and is replaced by Local Government Act 2020 whereby section 95A no longer exists and the SO and SEO Remuneration Threshold has been frozen and also ceases to exist Council ensures:

- all new staff who are appointed under a new SO Agreement from the effective date that the legislation takes effect will be employed under a maximum five (5) year contract, in accordance with the terms of this Enterprise Agreement.
- A Senior Officer is defined as a member of Council staff who has management responsibilities and reports directly to a General Manager or to the Chief Executive Officer and their total remuneration package exceeds the Senior Officer threshold as in Appendix B
- Council will no longer offer Senior Executive Officer Contracts.

58.4.2. All existing staff who are appointed under a SO Contract under section 95A of the Local Government Act 1989, will continue to serve out their contract in accordance with the terms and conditions of their Senior Officer Contract.

58.5. SEO's are employed under an ongoing employment contract.

58.6. The SO and SEO Remuneration Threshold (currently at \$151,000) will continue to increase by the yearly salary increase year on year for the length of this Agreement.

59. Registered Nurses

59.1. Classification Structure

A Registered Nurse will be classified in one (1) of the following classifications and paid the corresponding salary as set out in Appendix B of this Agreement.

59.1.1. **Maternal and Child Health Nurse** - means a Registered Nurse who is engaged in maternal and child health and welfare work (however described) and who has attained the following minimum qualifications:

- i. an undergraduate university degree leading to the registration as a Registered Nurse, and
- ii. a post-graduate degree/diploma or equivalent in Midwifery, and
- iii. post-graduate degree/diploma or equivalent in Maternal and Child Health Nursing.

59.1.2. **Immunisation Nurse** – means a Registered Nurse who is engaged in, or in connection with any immunisation work requiring an immunisation qualification. A nurse who is appointed to undertake immunisation duties will be classified as an Immunisation Nurse and paid at the relevant year of experience.

59.1.3. **Team Leader Family Health** - means a Registered Nurse with qualifications as defined for a Maternal and Child Health Nurse or a has substantial experience in management and leadership who is responsible for managing and/or coordinating Maternal and Child Health Services and may include coordinating an Immunisation Service within Council.

59.1.3.1. The Coordinator Maternal and Child Health will be paid an additional 10% of the minimum weekly wage of the highest Maternal and Child Health Nurse weekly rate- Maternal and Child Health Nurse Year 4 (pro rata for part-time employees).

60. Engineers Classifications and Accreditation

60.1. An Engineer means a professional engineer who is required, during the performance duties to exercise duties that require the Employee to: a) be a member of the Institute of Engineers Australia (the Institute); or b) have graduated in a four year or a five year course at a University recognised by the Institute and have four years' experience in professional engineering duties since becoming a qualified engineer; or c) having not graduated, have five years of such experience.

60.2. Accreditation and registration of professional engineers.

60.2.1. This clause shall only apply where government regulation requires the registration of professional engineers. Where registration is required, Council will support the attainment of Registered Professional Engineer status (RPEng) only for engineering employees who require registration due to the requirements of their position at Council.

In such instances, Council will meet the reasonable costs of attainment of RPEng (up to \$500) which can only be used once for the initial government registration for the employee.

60.2.2. Council will also enable an employee to undertake the required training and development identified in the annual Individual Performance and Development plan in order to accumulate the required Continued Professional Development points to maintain and renew RPEng status.

A. APPENDIX - DEFINITIONS

Accrued Day Off (ADO) – is where a full-time employee works 40 hours per week, for example 8 hours per day, 5 days per week – over a 19-day cycle, which allows for a paid Accrued Day Off.

Annualised Salary Agreement – is an Agreement based on a total remuneration package, which may include overtime hours, vehicle, above award payment and superannuation.

Agreement - Reference to 'Agreement' in this document shall mean the Latrobe City Council Enterprise Agreement 2021 (No.9).

Banded Employees – Employees paid according to position classification levels (Band 1-8) as prescribed in clause 57 of this Agreement.

Best Practice – refers to a standard of service that delivers measurably high levels of quality, efficiency and effectiveness and results in leading edge work practice.

Casual Employee - An employee who is engaged in relieving work or work on an ad hoc, intermittent 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. A casual employee has no guaranteed hours of work, and no entitlement to paid personal or annual Leave and public holiday pay. A casual employee will receive a 25% loading in lieu of paid personal, annual Leave and public holiday pay. Council can end employment with one (1) days notice, unless otherwise stated by an employment contract.

Consultative Committee – is a committee with representation from management, staff and unions to provide a forum for communication.

Council - means the Latrobe City Council and includes the Chief Executive Officer for matters prescribed as functions and responsibilities of the Chief Executive Officer by the provisions of the Local Government Act 2020.

EAP – Employee Assistance Program.

Employee – refers to employees of the Latrobe City Council. Employment status is as defined in the clauses 10.1 – 10.7 of this agreement.

Engagement - engagement means a formal offer by Council to a successful applicant to offer employment with Latrobe City Council.

Fair Work Commission (FWC) - is the regulatory body has the statutory authority to approve enterprise agreements.

Immediate Family - Includes married or de facto spouse, member of the employee's household, domestic partner or significant other (person with whom the employee has an established romantic or sexual relationship), living with the employee on a domestic basis, or a child or an adult child (including an adopted, ex-nuptial or stepchild), parent, grandparent, grandchild or sibling of the employee, or the spouse of an employee.

Multiskilling - is a means by which an employee develops and utilises new skills and training or maintains and improves existing skills. It increases the employee's capacity to undertake a wider range of responsibilities.

MCH Nurse – Maternal Child Health Nurse.

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

Ordinary Rate – is the hourly rate of pay an employee receives and is composed of the minimum rate prescribe in [Appendix B - Weekly Base Rates of Pay](#) and the industry allowance where applicable.

Outplacement Services - is a support service to support individuals who are exiting the business to help former employees' transition to new jobs and help them re-orient themselves in the job market.

Parental Leave – paid leave offered upon the birth or adoption of a child, in accordance with clause 50.

Primary Carer – is a parent or carer of a child, who generally, has the major daily responsibility for care of a child and makes most of the arrangements for the daily needs of the child.

Recognised Meal Time – The period between noon and 2pm when lunch is generally taken and between 5pm and 7pm when dinner is generally taken.

Redundancy – refers to a situation where a position is abolished.

Redeployment – where an employee's current position is no longer available within the organisation, however the organisation places them into an alternate role.

Rostered Day Off (RDO) – rostered day off is a structured non-work day that a full time employee is not required to work. The rostered day off is an unpaid day off, as a result of working 76 hours in 9 days, instead of 10 day.

Standard Rate – the rate for the calculations of allowances. The standard rate is the hourly rate (calculated at 1/38th) of the ordinary weekly rate of Band 3A.

School age – means the age at which the child is required by a law of the State or Territory in which the child lives to attend school.

Secondary Carer - is a parent or carer of the child who does not generally provide daily care of the child. The legal spouse, de facto or partner of the Primary Carer.

Shift Worker - means an employee who works a roster and who over the roster cycle, may be rostered to work ordinary shifts on any seven (7) days of the week.

Union Delegate – an employee of Council with delegated authority to represent a union's interest within the workplace.

Union Organiser – Official union employee who has authorised powers under the FairWork Act, who has right of entry to enter the workplace.

Union -Shall mean the relevant Union as listed in Clause 4.

Volunteer – is a person who provides a service through a formal organisation, by choice without financial remuneration, and for the benefit of the community (Volunteering Australia 2005).

Senior Officer (to be read in accordance with clause 58– Senior Officers) - refers to a member of Council staff who has management responsibilities and reports directly to a General Manager or to the Chief Executive Officer; and their total remuneration package exceeds the Senior Officer threshold as in Appendix B.

Senior Executive Officer – (to be read in accordance with clause 58) – in addition to the definition of a Senior Officer, a Senior Executive Officer is on an ongoing contract.

B. APPENDIX - SCHEDULE OF WEEKLY BASE RATES OF PAY

Weekly rates first pay period after 1 September 2021				
	A	B	C	D
Band 1	\$1,058.53	\$1,068.66	\$1,079.06	\$1,089.46
Band 2	\$1,105.17	\$1,121.06	\$1,138.97	
Band 3	\$1,155.98	\$1,188.49	\$1,221.85	\$1,246.46
Band 4	\$1,259.19	\$1,286.32	\$1,321.07	\$1,347.71
Band 5	\$1,389.06	\$1,460.38	\$1,533.92	\$1,602.68
Band 6	\$1,678.60	\$1,749.64	\$1,820.48	
Band 7	\$1,873.58	\$1,942.02	\$2,013.02	\$2,084.31
Band 8	\$2,162.53	\$2,240.75	\$2,323.84	\$2,409.24

Rates for 1 September 2022 and 1 September 2023 would be subject to the rate capping as identified in clause

Maternal & Child Health and Immunisation Nurses			
Weekly rates commencing first pay period after	1 September 2021	1 September 2022	1 September 2023
MCH NURSE 1st YEAR	\$1955.37	As per wage increase	As per wage increase
MCH NURSE 2nd YEAR	\$2004.70	As per wage increase	As per wage increase
Immunisation Nurse 1st Year	\$1447.43	As per wage increase	As per wage increase
Immunisation Nurse 2nd Year	\$1537.62	As per wage increase	As per wage increase

Increase in Senior Officer Threshold			
	1 September 2021	1 September 2022	1 September 2023
Senior Officer Total Remuneration Threshold	\$151,750	As per wage increase	As per wage increase

C. APPENDIX – ALLOWANCES

All annual allowances will be paid pro-rata for eligible part time employees.
All allowances are processed on a fortnightly basis.

Clause	Allowance	Calculation	1 September 2021	1 September 2022	1 September 2023
22.3	Meal Allowance		\$21.02	As per wage increase	As per wage increase
	2 nd and subsequent Meal Allowance		\$13.11	As per wage increase	As per wage increase
22.4	Motor Vehicle	Per Kilometre	\$1.05	As per wage increase	As per wage increase
	Motorcycle	Per Kilometre	\$0.27	As per wage increase	As per wage increase
22.5	Tool Allowance – Annual	The weekly rate is 80% of the standard hourly rate	\$1,265.68	As per wage increase	As per wage increase
	Tool Allowance – per week		\$24.34		
22.6	Industry Allowance – Annual	The annual rate is 3% of the standard weekly rate	\$1,803.33	As per wage increase	As per wage increase
	Industry Allowance – per week		\$34.68		
22.7	Maintenance Allowance – annual	The weekly rate is 125% of the standard hourly rate	\$1,977.56	As per wage increase	As per wage increase
	Maintenance Allowance – per week		\$38.03		
22.10	First Aid Allowance – Weekly	The weekly rate is 70% of the standard hourly rate	\$21.29	As per wage increase	As per wage increase
22.11	Availability Allowance (daily allowance):				
	Monday – Friday	1 Hour of pay at the Standard Rate	\$30.42	As per wage increase	As per wage increase

	Saturday	3 Hours Pay at the Standard Rate	\$91.26	As per wage increase	As per wage increase
	Sunday	4 Hours pay at the Standard Rate	\$121.68	As per wage increase	As per wage increase
	Weekly- 7 Consecutive days	12 Hours pay at Standard Rate	\$365.04	As per wage increase	As per wage increase
22.14	Remote Response Allowance (daily allowance):				
	Monday – Friday	1 Hour of pay - 70% of the Standard Rate	\$21.29	As per wage increase	As per wage increase
	Saturday	1.5 Hours pay – 70% of the Standard Rate	\$31.94	As per wage increase	As per wage increase
	Sunday	2 Hours pay – 70% of the Standard Rate	\$42.59	As per wage increase	As per wage increase
	Weekly- 7 Consecutive days	8.5 Hours pay - 70% of the Standard Rate	\$181.00	As per wage increase	As per wage increase
22.16.1	Nurses – Qualification Allowance – per hour				
	Hospital Certificate or Graduate Certificate	4% of MCH Yr 1 base pay	\$2.06	As per wage increase	As per wage increase
	Post-graduate Diploma or Degree	6.5% of MCH Yr 1 base pay	\$3.34	As per wage increase	As per wage increase
	Masters or Doctorate	7.5% of MCH Yr 1 base pay	\$3.86	As per wage increase	As per wage increase
22.16.2	Nurses Shift Allowance	2.5% of ordinary rate of pay			

D. APPENDIX - CITY PRESENTATION (DEPOT)

This appendix covers employees engaged in the Parks, Gardens, Ovals, Playgrounds and Outdoor Maintenance Teams.

1. Hours of Work

As per clause 26 (Ordinary hours of work and rostering) of this Agreement.

2. Rosters

- 2.1. All employees daily/weekly ordinary time shall be undertaken in accordance with rosters. The rosters shall be developed by Council in consultation with affected employees.
- 2.2. All rosters shall be developed to ensure that the highest level of productivity and greater flexibility is achieved and maintained.
- 2.3. Subject to sub-clause 2.1 and 2.2 of this clause employees can by mutual agreement, work an ordinary shift up to ten hours per day on any day Monday to Friday.
- 2.4. Employees (with the exception of Supervisors referred to in Clause 4.3) who are eligible for penalty rates can elect to take time in lieu in accordance with clause 28 (time in Lieu) or payment at the appropriate rate as specified in clause 27(Overtime) .
- 2.5. The employee by arrangement with their supervisor can elect to vary the time at which a tea break or meal break is taken to ensure completion of a work task, as long as there is no longer than five hours between breaks.
- 2.6. Duty performed on a weekend, Public Holiday, outside the spread of hours shall be paid at the appropriate overtime rate as specified in clause 27 (Overtime), with the exception to the designated after hours staff who are on an annualised salary.
- 2.7. Where, as a consequence of inclement weather, machinery or equipment breakdown, or for any other reason which prevents the continuance of normal work, employees shall be provided with alternative work or training.

3. Multi Skilling

- 3.1. In addition to clause 11.5 (Multiskilling) of this Agreement; the parties recognise the diversity of work across City Presentation (Depot) , and that multi-skilling and a preparedness for employees to interchange with or assist other work teams within the Depot, is needed to complete necessary work requirements.
- 3.2. Temporary transfer to other than the normal work location requiring starting and finishing at the temporary location will be by mutual agreement between the employee and supervisor.
- 3.3. All employees must be prepared to carry out a full range of duties, as required from time to time, provided that the duties are within the limits of the employee's skills, competencies and training.

4. After Hours Availability Service- Primary Person

- 4.1. A minimum of eight supervisory positions (as determined by Council and reviewed when the need arises) are required by Council to be available on an after-hours on-call basis and attend emergency call outs as required.
- 4.2. To ensure this responsibility is shared amongst the supervisors outlined in 4.1 and promote an expected improved response time, a fortnightly payment of eight hours at normal time rates shall be paid in lieu of overtime, on call allowance and other extra duty payments and allowances.
- 4.3. The supervisors identified in 4.1, who commenced undertaking the after-hours service prior to 1 September 2015, shall be provided with full private use of a Council vehicle, as identified by Council in accordance with Councils prevailing vehicle Policy approved by the Chief Executive Officer. The provision of a motor vehicle will continue whilst they remain in a supervisory role and undertake the after-hours service with the infrastructure operations teams.

- 4.4. The supervisors identified in 4.1, who commenced undertaking the after-hours service post 1 September 2015, shall be provided with full private use of a Council vehicle only during the weeks that they are undertaking the after-hours service.
- 4.5. Any extra duty required of an individual supervisor outside the 6.00 am - 6.00 pm Monday to Friday range in excess of 200 hours over a 12 month period, will be carried out by alternative team leaders until all have performed 200 hours of extra duty. Further hours in excess of 200 hours over a 12 month period will attract time in lieu at time for time and a half.

5. After Hours Availability – Secondary Person

- 5.1. The purpose of the after-hours availability roster is to provide 'back up' after hours assistance to the emergency on-call supervisor, in all instances involving tree work or other emergency incidents as required.
- 5.2. The availability roster comprises eight suitably trained and competent employees who will be expected to participate equally on the roster.
- 5.3. All employees within the outdoor maintenance unit will be offered the opportunity to participate in the roster providing they have the appropriate skills and training.
- 5.4. The payment for being on the roster, being contactable and available to attend duty within 30 minutes and perform required tasks shall be 110 hours gross per annum per participant, plus ten hours gross per annum per participant in recognition of public holidays.
- 5.5. When each staff member is on call a Council vehicle is required and will be provided to the rostered on-call staff member. A mobile phone shall also be provided for making and receiving work related calls. To ensure that a staff member participating in the availability roster is not unfairly disadvantaged during any one particular week, e.g. being required to attend to an excessive number of call outs in that week due to severe storms, the following shall apply:
 - i. When required to attend more than three separate emergency responses in any rostered one week period then the staff member shall be paid in accordance with clause 27 (overtime) for the fourth and any subsequent call outs.
 - ii. When the staff member is required to perform active duties for a continuous period of more than three hours before returning home they shall be paid in accordance with clause 27 (overtime) for all time worked beyond that three hour period until the staff member returns home.
 - iii. Council will review the after-hours on-call arrangements on an annual basis during the period of the agreement. Councils Outdoor Maintenance Manager and the local/ASU representatives will be involved in the review. Changes to the on call arrangements can be varied by agreement between these parties.

6. Starting/Finishing Locations

- 6.1. Wherever possible, the practice of starting and finishing the job on site will be adhered to by the Unit and its employees when there is mutual benefit in doing so.
- 6.2. 'Garaging' opportunities of Council plant equipment and vehicles at the employee's residences, worksite or other mutually suitable location such as the nearest depot to the worksite will be further explored by the Unit to promote improved productivity and flexibility.

7. Self-Directed Work Teams & Competency Based Progression

7.1. Self-Directed Work Teams

- i. Employees in established self-directed work teams will be paid at the Band 3 level subject to competencies and experience specified in the position descriptions.
- ii. This requires each staff member to have a current drivers licence for the prerequisite driving at this level and perform duties up to and including that classification within the limits of the employee's skills, competence and training, provided such duties do not promote a narrowing of the employee's skill base.
- iii. Each staff member in the above named work teams also agree to share responsibility for ongoing performance and decision making in the self-directed work team.

7.2. Career Progression

- i. Council is committed to those employees who wish to progress their career by offering development opportunities.
- ii. Council is committed to providing all employees with relevant learning, development and qualification opportunities.
- iii. An annual training and career development program for each employee will be developed through the annual review and staff development scheme. It is the responsibility of the individual employee and supervisor to ensure it is implemented. This scheme is integral to an employee's identified training and career path processes. Eligible staff may request to apply for position description reviews upon request as part of the position reclassification review process.
- iv. Council will commit sufficient financial resources to training in each financial year of this agreement to meet training needs identified and agreed to particularly working towards succession planning in the future.

E. APPENDIX – HOME AND COMMUNITY CARE

This appendix applies to Home and Community Care Support workers.

1. Hours of Work

As per clause 26 (Ordinary hours of work and rostering) of this Agreement.

1.1. Agreed Hours

The agreed number of hours will be the total number of hours set by the fortnightly roster and may vary from fortnight to fortnight according to client demand and taking into account the preferences of staff.

In order to maintain flexibility in meeting the needs of clients and staff, rosters may be changed from day to day in accordance with clauses 26.1 and 26.2

Any hours in excess of agreed hours but within the normal spread of hours will be at paid at single time at the specific hourly rate of pay for that level of work activity.

1.2. Additional Hours of Work

Staff may be offered additional hours of work in accordance with clause 10.2.4 of this Agreement as either extra hours or as substitute hours for cancelled jobs.

In either case, acceptance of additional hours is voluntary. Any change in the rostered hours will be regarded as an agreed variation to the roster.

2. Overtime, Weekends and Public Holiday Duty

Refer to clause 27 (Overtime) of this Agreement

3. Employee Benefits

Council will arrange for a financial planner to attend a meeting of Home Carers on an annual basis. The purpose is to discuss possible options for claiming any taxation or other benefits including, but not restricted to, use of vehicle and travelling for work. This will be a paid meeting for Home and Community Care Workers who attend.

4. Professionalism and Quality Service

During the period of this Agreement, the Aged Care Services Team is committed to professionalism and service quality of home care; and where possible to achieving and improving best practice standards for service delivery in the home care industry.

5. Training

Council is committed to providing relevant training for its employees, providing equal access and in accordance with agreed annual training plans for each employee.

Training plans and programs will:

- i. Have an emphasis on delivery of competency based training;
- ii. Utilise latest training methods including self paced training;
- iii. Access nationally accredited training programs whenever possible;
- iv. Ensure the Work Team has the full range of skills and qualifications required to operate effectively;
- v. Assist in ensuring that the performance and productivity objectives are achieved;
- vi. Provide for multi-skilling of employees;
- vii. Enable employees to improve their career opportunities, expand the range of services they provide and enhance job satisfaction;
- viii. Ensure the needs of clients can be met; and
- ix. Be based on continuous improvement principles.

When the employee is required to undertake training by Council, course fees will be paid. Compulsory training will be paid at the appropriate rate of pay.

When training is relevant but optional for the employee, course fees only will be paid provided this training is approved by Council.

6. Uniforms

A Council uniform will be provided to Home and Community Care Support Workers and must be worn during the provision of services.

7. Mobile Phones

Reimbursement of private mobile phone charges for approved work related issues will be fully reimbursed upon receipt of a Petty Cash Voucher with attached telephone account highlighting any relevant calls.

CONSOLIDATED - DRAFT

F. APPENDIX - MATERNAL & CHILD HEALTH NURSES AND IMMUNISATION NURSES

This appendix applies to all Maternal & Child Health Nurses and Immunisation Nurses.

1. Hours of Work

As per clause 26 (Ordinary hours of work and rostering) of this Agreement.

2. Workloads

2.1. Maternal & Child Health nurses shall not be allocated birth enrolments in excess of 123 per EFT, (as calculated using the Banyule formula) pro rata for part time employees.

2.2. Relief staff will be provided in the event that birth enrolments across the service cannot be maintained at 123 per EFT.

2.3. The parties to this Agreement shall review the birth enrolments every three (3) months.

2.4. Further review of workloads will occur on the completion of the centralisation of Traralgon, Morwell & Moe centres.

3. Casual / Relief Staff

Relieving staff shall be appointed where possible to cover all periods of leave.

4. Overtime and Time in Lieu

4.1. Overtime

Refer to clause 27 (Overtime) of this Agreement

4.2. Time In Lieu

As a result of operational purposes and with the approval of the relevant line supervisor, an employee may accrue overtime as time in lieu in accordance with clause 28 (time in Lieu). Arrangements for taking time in lieu will be by mutual agreement between the employee and the Team Leader Maternal and Child Health.

5. Wages Structure

From the first pay period after 1 September 2021 all weekly wages for Maternal & Child Health Nurses & Immunisation Nurses shall be increased in accordance with Clause 21 of this agreement .

6. Use of Own Cars

As per clause 22.3.2 (Use of Private Vehicles) of this agreement.

7. Designated Car Parking

Upon centralisation of the services in Moe, Morwell and Traralgon Maternal Child Health Centres; Council will designate a minimum of one car parking space for council staff only.

8. Safety

8.1. Maintenance of adequate lighting and surrounding vegetation will be considered through Council maintenance procedures.

8.2. Safety Audit of each Maternal & Child Health Centre will be conducted by a representative of the OHS Team on a six monthly basis in conjunction with the Maternal & Child Health Occupational Health & Safety representative. The results of the audit will be actioned within three months of the completion of the safety audit.

8.3. Council maintains that it is the responsibility of the Maternal & Child Health Nurse to report all Occupational Health and Safety issues as they arise.

8.4. Each Maternal & Child Health Nurse employed will be provided with a mobile phone.

9. Consultation

Council agrees to actively involve Maternal & Child Health Nurses in discussion and consultation in relation to the conduct of any Maternal & Child Health service review, the implementation of service review outcomes, significant changes to the delivery of the service and any change affecting the employment of Maternal & Child Health Nurses.

10. Clinical Support

Council shall provide 0.2EFT of Maternal & Child Health Clinical Support.

The Clinical Support will include:

- i. 7.6 hours/week clinical support to be worked as determined by Maternal & Child Health Nursing Staff and the Team Leader Maternal and Child Health.
- ii. Salary will be paid at the base rate of the staff member delivering the clinical support component plus 10% for the period of time that the clinical support component is agreed (7.6 hours per week). Mentoring of new and existing Maternal & Child Health Nurses (as required), with the aim of ensuring nurses are aware of clinical procedures and guidelines, to be delivered within the allocated 7.6 hours per week.
- iii. Clinical support assistance for Maternal & Child Health staff. Including the identification of Professional Development needs/opportunities for Maternal & Child Health nurses.
- iv. Attendance, as required at Maternal & Child Health meetings with the Team Leader Maternal and Child Health.
- v. Assistance with Recruitment via interview panel membership, if required for the employment of Maternal & Child Health staff.
- vi. Ongoing communication with the Team Leader Maternal and Child Health on specific issues including the provision of monthly reports to the Team Leader Maternal and Child Health.
- vii. Identification, collection and maintenance of clinical issues to assist with the ongoing development and improvement of the Maternal and Child Health program.
- viii. Maternal & Child Health staff supervision and program administration remains the responsibility of the Team Leader Maternal and Child Health.

11. Enhanced Home Visiting Service

A MCH nurse who is appointed as an Enhanced Home Visiting Nurse shall receive the weekly rate of pay of 2.5% above the rate of pay for MCH Nurse Year 2, when performing nursing duties, as requested by Council.

12. Meal Breaks

There will be a meal allowance payable in accordance with clause 22.8 (Meal Allowance) for those nurses working past 7.00 pm as part of regular hours.

13. Professional Development Conferences and Seminars

Subject to the requirement to attend, nurses shall be permitted to attend professional development conferences or seminars during working hours without loss of pay. If in the event that the conference or seminar takes place outside the ordinary hours or on weekends nurses shall be entitled to accrue the equivalent time as time in lieu to a maximum of 16 hours per financial year. Any unused portion of this time will not be carried over to any subsequent year.

A nurse with Lactation Consultant qualifications shall be paid course attendance, re-registration and reimbursed reasonable costs such as travel and accommodation.

14. Innovation

Where workplace innovation or change is proposed to increase efficiencies in the Maternal and Child Health program, a working group to include designated Maternal & Child Health nurses should be established to undertake a review of costs, timeframe, appropriate training needs and implementation.

15. 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.

G. APPENDIX - SIGNATORIES

<p>SIGNED: Latrobe City Council</p> <p>Name:</p> <p>Title:</p> <p>CHIEF EXECUTIVE OFFICER – Latrobe City Council</p> <p>Address:</p> <p>141 Commercial Road, Morwell VIC 3840</p> <p>Signed:</p> <p>Date:</p>	<p>WITNESSED</p> <p>Name:</p> <p>Signed:</p> <p>.....</p> <p>Date:</p>
<p>SIGNED: Australian Services Union (ASU)</p> <p>For and on behalf of those employees who are its members and those employees who have appointed the Australian Services Union Victorian Branch to be their bargaining representative.</p> <p>Name:</p> <p>Title:</p> <p>Address: 116 Queensberry Street, Carlton South VIC 3053</p> <p>Signed:</p> <p>Date:</p>	<p>WITNESSED</p> <p>Name:</p> <p>Signed:</p> <p>.....</p> <p>Date:</p>
<p>SIGNED: Australian Nurses and Midwifery Federation Union (ANMF)</p> <p>For and on behalf of those employees who are its members and those employees who have appointed Australian Nurses and Midwifery Federation to be their bargaining representative.</p>	<p>WITNESSED</p> <p>Name:</p>

<p>Name:</p> <p>Title:</p> <p>Address: 535 Elizabeth Street, Melbourne VIC 3000</p> <p>Signed:</p> <p>Date:</p>	<p>Signed:</p> <p>.....</p> <p>Date:</p>
<p>SIGNED: Municipal & Utilities Workers Union (MUWU)</p> <p>For and on behalf of those employees who are its members and those employees who have appointed Municipal & Utilities Workers Union to be their bargaining representative.</p> <p>Name:</p> <p>Title:</p> <p>Address: MUWU, PO Box 5006, Brunswick North, VIC 3056</p> <p>Signed:</p> <p>Date:</p>	<p>WITNESSED</p> <p>Name:</p> <p>Signed:</p> <p>.....</p> <p>Date:</p>